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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

September 14, 2011 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

DIRECTORS

Claudine Cheng, *President*
Mark Dunlop
Larry Mazzola, Jr.
Jean-Paul Samaha, *VP*

Larry Del Carlo
John Elberling, *CFO*
Linda Richardson
Hon. Jane Kim (*Ex-Officio*)

Mirian Saez, *Director of Island Operations*
Asja Steeves, *Commission Secretary*

ORDER OF BUSINESS

1. Call to Order and Roll Call
2. General Public Comment (Discussion Item) This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda.***
Estimated Length of Item: 10 minutes
3. Reports
 - a. Report by Director of Island Operations (Discussion Item)
This item is to allow the Director of Island Operations to report on staff activities, on-island events and to make announcements.
Estimated Length of Item: 10 minutes

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b. Report by Office of Economic & Workforce Development (Discussion Item)
This item is to allow the Office of Economic & Workforce Development to report on activities related to the transfer and development of former Naval Station Treasure Island.

Estimated Length of Item: 10 minutes

c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)

This item is to allow the Treasure Island/Yerba Buena Island Citizen Advisory Board to report on activity at recent meetings of the Citizen Advisory Board.

Estimated Length of Item: 10 Minutes

4. Communications (Discussion Item)

Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors (Discussion Item)

Estimated Length of Item: 5 Minutes

6. CONSENT AGENDA

Estimated Length of Item: 5 minutes (*Action Item*)

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

- a. Approving the minutes of the June 22, 2011 Special Meeting and August 29, 2011 Special Meeting.
- b. Resolution Authorizing the Director of Island Operations to Retroactively Execute a Film Production Use Permit, Including Waiver of Permit Fees, with Knife Fight LLC
- c. Resolution Authorizing the Director of Island Operations to Execute a Loan Agreement with California African American Museum for the Temporary Loan of the Miguel Covarrubias Murals "Peoples of the Pacific"
- d. Resolution Accepting San Francisco Board of Supervisors Authorization to Make Appropriate Arrangement for the Handling and Storage of a Portion of the Treasure Island Museum Collection as gifted to the City and County of San Francisco from the United States
- e. Resolution Approving and Authorizing the Execution of a Second Amendment to Sublease with Swords to Plowshares, Inc., a California nonprofit corporation, for use of 1441 and 1443 Chinook Court to increase the premises by 12 units, require alterations to the premises, revise CAM charges and update sublease provisions.

- f. Resolution Approving and Authorizing the Execution of a Third Amendment to Sublease with Haight Ashbury Free Clinics, Inc., dba Haight Ashbury Free Clinics - Walden House, a California nonprofit corporation, for the use of 1440 Chinook Court to increase the premises by 6 units, require alterations to the 6 units, revise CAM charges, update sublease provisions, and consent to the assignment of the Sublease in connection with the merger between Walden House, Inc. and Haight Ashbury Free Clinics, Inc.
 - g. Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit, including waiver of Permit Fees for street closures, with San Francisco Gaelic Athletic Association, a California Non-Profit Corporation
 - h. Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit, including waiver of Permit Fees for street closures, with SFGG Rugby Foundation Inc., a California Non-Profit Corporation
 - i. Resolution Authorizing a Tenth Amendment to the Contract with Economic and Planning Systems to Extend the Term of the Agreement Through June 30, 2012 and to Increase the Contract Amount by \$20,000 for a Total Not to Exceed Amount of \$485,500
 - j. Resolution Authorizing a Third Amendment to the Contract with URS Corporation Americas to Extend the Term of the Agreement Through June 30, 2012
 - k. Resolution Authorizing a Ninth Amendment to the Contract with Seifel Consulting Inc. to Extend the Term of the Agreement Through June 30, 2012
 - l. Resolution Authorizing a Memorandum of Agreement with the San Francisco County Transportation Authority for Planning and Engineering Services and Obligations for a Term Through June 30, 2012 and a Total Not to Exceed Amount of \$46,000
7. Resolution Establishing an Ad Hoc Nominating Committee, Consisting of Three Members of the Treasure Island Development Authority ("TIDA") Board of Directors Appointed by the President, to Nominate Members of the TIDA Board to Serve as Officers of the TIDA Board in Accordance With the TIDA Bylaws (Action Item)
8. John Stewart Company Capital Improvements Informational Presentation (Discussion Item)
9. Discussion of Future Agenda Items by Directors (Discussion Item)
Estimated Length of Item: 5 Minutes

10. POSSIBLE CLOSED SESSION

If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting

- a. Public comment on all items relating to closed session
- b. Vote on whether to hold closed session to confer with legal counsel regarding pending litigation. (Action item)

1). CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING LITIGATION MATTER (*Discussion Item*)

Discuss pending litigation matter with legal counsel pursuant to California Government Code Section 54956.9(a) and San Francisco Administrative Code Section 67.10(d) (1 case)

- *Citizens for a Sustainable Treasure Island v. City and County of San Francisco, et al.*, Superior Court of the State of California, County of San Francisco, Filed July 18, 2011 (Case No. CPF-11-511452)

- c. Reconvene in open session (Action item)

i. Possible report on action taken in closed session under Agenda Item 10 (Government Code section 54957.1(a)(1) and San Francisco Administrative Code Section 67.12a)

ii. Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12a)

11. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B.

Goodell Place and Grove Street. For more information about MJN accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees of public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102; telephone (415) 581-2300; fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact Administrator Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodell Place, Room 244, San Francisco, CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at solf@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>.

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

TO: Mayor Edwin M. Lee

CC: Steve Kawa, Chief of Staff
Amy Brown, Acting City Administrator
Linda Yeung, Deputy City Administrator

FROM: Mirian Saez, Director of Island Operations

RE: Treasure Island Informational Update

DATE: August 17, 2011

Highlights of the Past Months

Green Bin Pilot Program Expansion – June 2011

Based on the success of the Green Bin Pilot Program, TIDA, in partnership with Golden Gate Disposal, brought composting to Treasure Island residents in June of 2011. Due to the unique design of the housing units, residents share 29 "community bins" located throughout the residential area and each household received a kitchen pale. The John Stewart Company (JSCo), and the Treasure Island Homeless Development Initiative (TIHDI) outreached and educated the TI residents in preparation for the Green Bin roll-out. Residents were genuinely engaged in the process and happy to be getting the green bins.

Treasure Island Emergency Preparedness Table-top Exercise – August 3, 2011

TIDA conducted its first Tabletop Exercise (TTX) of the TI/YBI Emergency Response Plan (ERP), an annex of the City's Emergency Response Plan. A Planning Committee comprised of representatives from TIDA, DEM, SFFD, SFPD, DPW, PUC, GSA, CalTrans, Job Corps and Treasure Island Villages formulated the exercise, which simulated the first 8 hour operational period following a major earthquake in the Bay Area. The objective of the TTX was to focus on the process for formation of on-Island Unified Command, on-Island resource identification and allocation, and formation of a Common Operating Picture for the Island post-incident. Over 40 participants from the above referenced agencies participated in the exercise, including regular on-Island staff, departmental emergency planning representatives, and members of SFFD and SFPD Command Staff. USCG Station YBI also participated, as did observers from TIHDI member organizations.

The TTX was a success as it brought stakeholders together in a collaborative way which highlighted the strength and weaknesses in the Islands ERP. Upon completion of DEM's review of the exercise, a stakeholders meeting will be scheduled.

Memo to Mayor Edwin M. Lee
Treasure Island Development Authority
August 17, 2011

Pacific Voyagers – August 6 -7, 2011

In April, 2011 seven traditional Polynesian ocean-going canoes (vakas) set sail across the Pacific Ocean on a historic expedition. The double-hulled vakas, crewed by a Pan-Pacific network of Voyagers from Aotearoa (New Zealand), Cook Islands, Fiji, Samoa, Tahiti, Papua New Guinea, Solomon Islands, Kiribati, Vanuatu, and Tonga, traveled 15,000 nautical miles propelled by the wind and sun, using solar electrified motors. Six of the vakas landed on Treasure Island's Clipper Cove Beach, camped on the south side of the Island, and celebrated with a week of special events. August 6, 2011 was a meet-and-greet with the crew members and August 7, was a traditional Polynesian ceremony.



On-Island Filming/Permits (In support of the film industry)

Metallica – Frantic Productions – stage production and rehearsal for their 2011 tour, Hanger 3.
Acura -Roger Gray Productions - photo shoot in Building One parking lot, and the Great Lawn.
Ferrari - Kim Lansill Productions - photo shoot at Ave of Palms at the Chapel parking lot.
Mythbusters - Beyond Productions - filming in Hanger Three parking lot.

Upcoming Special Events

TI Flea Marketplace - May through November 2011 - last weekend of month – New Event
Susan B. Komen Walk Campsite - September 10 – 11, 2011- New Event
California Dragon Boat Festival - September 17 – 18, 2011, returns for a Sixth Year
Oracle Openworld Event - October 5, 2011, returns for a Fifth Year
TI Wine Festival - October 8, 2011, returns for a Third Year
TI Music Festival – October 15 – 16, 2011, returns for a Fourth Year

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Mirian Saez
From: Marianne Mazzucco Thompson
Date: August 3, 2011
Re: Treasure Island Gym Cleanliness

At the June 23, 2011 TIDA Board meeting, Treasure Island resident Jeff Kline spoke during the public comment section expressing his concerns for the overall cleanliness of the Treasure Island gymnasium.

On June 23, immediately following the meeting, TIDA Staff referred the complaint to the YMCA – the organization responsible for the maintenance of the building. Mr. Kline met with Community Coordinator Megan Leanoard.

The YMCA came to TIDA with the following Action Plan:

- Hire specialty contractor to clean, polish and wax floors throughout the facility.
- An increase in the weekly cleaning service performed by Toolworks from four to five days.
- Provide YMCA staff with opening and closing cleaning check-lists in order to assure overall cleanliness of facility.

TIDA Staff inspected the gymnasium on Wednesday August 3, 2011. TIDA agreed to the Action Plan presented by the YMCA to address cleanliness. TIDA Staff has agreed to make some minor repairs to the facility.

Recommendations:

Staff recommends a quarterly inspection of the gymnasium be performed by TIDA.

to the Island being developed. Currently, T-Mobile pays the Authority \$60,000 annually for the existing Fire Station 48 Cell Site.

The last option offered by T-Mobile is to either install equipment / antennas on approximately 4-6 existing wooden utility poles spaced evenly though out Treasure Island or install new utility poles affixed with this equipment utilizing existing infrastructure and creating a Distributed Antenna System (DAS). According to T-Mobile, this option would be the quickest and most cost effective way to improve cell phone coverage on the Island. T-Mobile would entertain this option in exchange for a no fee lease during the interim period prior to the Island being developed in exchange for implementing DAS on Treasure Island.

All options described above have been identified and analyzed by T-Mobile using a map of Treasure Island. In order for T-Mobile to provide TIDA with a conclusive study, T-Mobile would need to conduct a signal assessment of the Island. Project Staff has requested T-Mobile provide such a study of the Island. This study will take approximately 3 months to complete.

AT&T currently occupies three cell sites on Treasure and Yerba Islands. According to AT&T representatives, AT&T is currently in the process of upgrading their existing cell site located on the Job Corps premises of Treasure Island in order to upgrade to new technology so as to provide better coverage in and around Treasure Island. Further, other the next few months, AT&T will begin upgrading the other two cell sites on the Treasure and Yerba Buena Islands in order to improve coverage. Lastly, according to the AT&T representative, AT&T is in the process of acquiring T-Mobile in the upcoming year resulting in AT&T restoring T-Mobile's equipment to this newer technology.

Project Staff will provide future update to the Board of Directors regarding the T-Mobile study and AT&T's equipment upgrades.

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Mirian Saez, Director of Island Operations
From: Richard A. Rovetti, Deputy Director of Real Estate
Date: August 2, 2011
Re: Improvement of Cell Phone Reception on Treasure Island

I am writing in response to Director Elberling's inquiry at the April 13, 2011 Board of Directors meeting concerning improving cell coverage on Treasure Island. Over the past couple of months my staff has met with representatives of New Cingular Wireless PCS, LLC (AT&T) and T-MOBILE WEST CORPORATION (T-Mobile) regarding the feasibility and potential of improving cell phone reception on Treasure Island. Both of these companies currently operate cell sites on Treasure and Yerba Buena Islands.

Using the original data compiled by T-Mobile engineers from its most recent cell site installation (Fire Station 48 on Treasure Island), T-Mobile considered whether increasing the height and installing additional infrastructure would improve cell coverage on Treasure Island. According to T-Mobile's representatives, increasing the height of T-Mobile's current tower and adding additional infrastructure will not improve cell coverage on Treasure Island. T-Mobile's cell tower is currently at a height of 50' with their antennas aimed at a maximum down tilt on Treasure Island which is flat and relatively unobstructed. If T-Mobile were to increase the height to 100', T-Mobile's signal would bleed into surrounding areas including Oakland, San Francisco, and Marin as cell signals carry easily across water and such a tall structure would not contain potential network interference.

Another option offered by T-Mobile is to install two additional on Island towers, dividing Treasure Island into three coverage sections. In addition to the current tower at Fire Station 48, additional towers would be needed at the general vicinity of 5th Street and Avenue M and at the entrance to Treasure Island. Locating the sites near buildings in order to use the structures as signal screens from the water would result in minimizing interference or "bleed over". All sites would need antennas approximately 40' tall. Based on the recent T-Mobile installation at Fire Station 48, Project Staff expects this option would take approximately one year to complete. According to T-Mobile, they would entertain this option in exchange for a no fee lease during the interim period prior

to the Island being developed. Currently, T-Mobile pays the Authority \$60,000 annually for the existing Fire Station 48 Cell Site.

The last option offered by T-Mobile is to either install equipment / antennas on approximately 4-6 existing wooden utility poles spaced evenly though out Treasure Island or install new utility poles affixed with this equipment utilizing existing infrastructure and creating a Distributed Antenna System (DAS). According to T-Mobile, this option would be the quickest and most cost effective way to improve cell phone coverage on the Island. T-Mobile would entertain this option in exchange for a no fee lease during the interim period prior to the Island being developed in exchange for implementing DAS on Treasure Island.

All options described above have been identified and analyzed by T-Mobile using a map of Treasure Island. In order for T-Mobile to provide TIDA with a conclusive study, T-Mobile would need to conduct a signal assessment of the Island. Project Staff has requested T-Mobile provide such a study of the Island. This study will take approximately 3 months to complete.

AT&T currently occupies three cell sites on Treasure and Yerba Islands. According to AT&T representatives, AT&T is currently in the process of upgrading their existing cell site located on the Job Corps premises of Treasure Island in order to upgrade to new technology so as to provide better coverage in and around Treasure Island. Further, other the next few months, AT&T will begin upgrading the other two cell sites on the Treasure and Yerba Buena Islands in order to improve coverage. Lastly, according to the AT&T representative, AT&T is in the process of acquiring T-Mobile in the upcoming year resulting in AT&T restoring T-Mobile's equipment to this newer technology.

Project Staff will provide future update to the Board of Directors regarding the T-Mobile study and AT&T's equipment upgrades.

Chrysler PHE Vehicle Testing and Usage Project

Memorandum of Understanding Between Office of the City Administrator and Department of the Environment And Participating City Departments¹

This memorandum of understanding (MOU) is entered into as of _____, 2011 by and between the Office of the City Administrator (City Administrator), the Department of the Environment (SFE) and the undersigned City Departments (Departments) to memorialize the agreement between the City Administrator, SFE and Departments and to outline the parameters under which the parties will cooperate during the Chrysler Plug-in Hybrid Electric Vehicle Testing and Usage (Chrysler PHE) project.

Summary

Chrysler Group LLC (Chrysler) has agreed to provide the City and County of San Francisco (City) fourteen advanced plug-in hybrid-electric Ram pickup trucks (Vehicles) and fourteen electric vehicle supply equipment (EVSEs) through its Department of Energy's Transportation Electrification grant. The Vehicles and EVSEs are provided without cost to the City. The City is responsible for vehicle maintenance, fuel, insurance and EVSE installation.

The City intends to deploy these Vehicles to assist in the research, demonstration and evaluation of new advanced clean vehicles. The project is expected to continue through March 31, 2014. At the termination of the project, the City will return the Vehicles to Chrysler but will retain possession and ownership of the 14 EVSEs. Chrysler may terminate City's possession of the Vehicles at any time, for any reason, upon notice to City.

City Administrator and SFE, together with the Mayor's Office, will oversee and coordinate the administration of the project and will coordinate integration of the project with City-wide Plug-in Electric Vehicle initiatives. GSA-Fleet Management (GSA-Fleet) will oversee and coordinate or perform all vehicle maintenance and repairs, including but not limited to, Vehicle delivery, get-ready and return to Chrysler.

The roles and responsibilities of Departments involved with this project are described in greater detail below, but in summary:

- Use and maintain Vehicles in accordance to the Chrysler PHE Agreement;
- Take ownership of and install and maintain assigned EVSEs; and
- Participate in all Vehicle and EVSE data collection, reporting and evaluation activities.

Program Evaluation and Planning

¹ Animal Care and Control, GSA City Hall Vehicle Pool, DPW Operations, DPW Capital Programs, GSA-Fleet, HSA, Library, Police, Port, PUC, Real Estate, RPD, Sheriff and Treasure Island Authority

City Administrator and SFE, together with the Mayor's Office, will coordinate an on-going review, evaluation and planning process to ensure City and project goals are met and where practicable, assure that Departments continue to operate EVSEs after termination of the Chrysler PHE project.

All Departments involved with the project will participate in the review and planning process, which will commence in July 2011 and will continue through March 2014.

The review will consider issues such as:

- Which Department will be able to fully utilize new advanced clean vehicles.
- Whether to continue EVSE operations at all installed locations.

Department Roles and Responsibilities

The roles and responsibilities of the Participating Departments are as follows:

General Information and Understanding

- Chrysler PHE Vehicles are part of the City fleet and their use shall be consistent with City Admin Code 4.11 (City Vehicle Use Policy).
- Read and comply with the Chrysler PHE Agreement.

Vehicle Use, Care and Maintenance

- Keep Vehicles clean, properly maintained and in good working condition.
- Notify and coordinate with GSA-Fleet prior to installing any auxiliary equipment (e.g., tow hitch, emergency overhead lights, materials rack, etc.)
- Report all vehicle performance issues to GSA-Fleet for centralized contact with Chrysler.
- Coordinate with GSA-Fleet on all vehicle maintenance and repairs.
- If applicable, Work Order funds to GSA-Fleet to perform vehicle maintenance and repairs.
- Report vehicle accidents to City Attorney Claims Unit and GSA-Fleet.

EVSEs

- Take ownership and responsibility of assigned EVSEs.
- Provide space, labor and materials for installation of EVSEs.
- Obtain permits and pay fees as required (e.g., DBI electrical permit).
- Provide appropriate EV signage and markings for the parking spaces.
- Provide general upkeep of EVSEs such as graffiti removal.
- Report performance issues to GSA-Fleet for centralized contact with Chrysler.
- Coordinate with GSA-Fleet on all EVSE repairs.
- Allow access to Departments' facilities to service EVSEs.
- Where practicable, continue to operate EVSEs after termination of project (part of joint review process).

Data collection, reporting and evaluation

(Note: Vehicles are equipped with data collection and recording equipment to facilitate project research and evaluation.)

- Maintain an accurate and complete log of all Vehicle use (reference Chrysler PHE Agreement).
- Prepare and submit monthly and ad-hoc reports as directed by City Administrator and SFE for centralized reporting to Chrysler.
- Allow visits to Vehicle deployment sites.
- Facilitate driver surveys and interviews.

Access to Operational Data

Departments participating in this project will have access to the Vehicle and EVSE data.

List of Departments and Locations

<u>Departments</u>	<u>Deployment Locations</u>
1 Animal Care and Control	1200 15th St
2 City Hall Vehicle Pool	Civic Center Garage
3 DPW Capital Programs	
4 DPW Operations	2323 Cesar Chavez
5 GSA Fleet Management	1800 Jerrold St
6 HSA	170 Otis St
7 Library	main library
8 Police	850 Bryant St
9 Port	Pier 50
10 PUC	
11 Real Estate	1 South Van Ness
12 Recreation & Parks	
13 Sheriff	
14 Treasure Island	Treasure Island

Attachment: Chrysler PHE Vehicle Testing and Usage Agreement

This MOU has been agreed upon by all parties.

For the
Office of the City Administrator

Date

For the Participating Departments:

Date

Amy Brown, Acting City Administrator

Animal Care and Control

For the
Department of the Environment

City Hall Vehicle Pool

Melanie Nutter, Director

DPW Capital Programs

DPW Operations

GSA Fleet Management

HSA

Library

Police

Port

PUC

Real Estate

Recreation & Parks

Sheriff

Treasure Island Authority

Miriam SAEZ, Director
Island Operations
8/2/11



PHE VEHICLE TESTING AND USAGE AGREEMENT

Chrysler Group LLC, a Delaware limited liability company with a business address at 1000 Chrysler Drive, Auburn Hills, Michigan 48326 ("Chrysler"), is conducting a project to demonstrate and evaluate performance of advanced plug-in hybrid-electric vehicle technologies across a range of geographic, climatic and operating environments (the "Project"). Chrysler authorizes the City and County of San Francisco, a municipal corporation, acting by and through the Office of the City Administrator, with a business address at City Hall, Room 3621 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 ("Company") to use the RAM plug-in hybrid-electric vehicle(s) owned by Chrysler or its parent, subsidiaries or affiliates and identified in Schedule 1 attached hereto and incorporated herein (the "Vehicle(s)") in connection with the Project on the terms and conditions set forth in this PHE Vehicle Testing and Usage Agreement (this "Agreement").

In consideration of being permitted to use the Vehicle(s), and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, Company, intending to be legally bound, voluntarily and knowingly for itself, its agents, representatives, heirs, beneficiaries, successors and assigns, agrees as follows:

1. Delivery and Use of the Vehicle(s). Company will take possession of the Vehicle(s) at the place, date and time shown in Schedule 1. The usage period for a Vehicle begins when Company takes possession of the Vehicle and ends when the Vehicle is returned to Chrysler in accordance with this Agreement. Company accepts the Vehicle(s) "AS IS" and Chrysler makes no warranties, whether expressed, implied or apparent, regarding the Vehicle(s) and disclaims any implied warranties with respect to merchantability or fitness for a particular purpose. Chrysler may terminate Company's possession of the Vehicle(s) at any time, for any reason, upon written notice to Company. Company will then deliver the Vehicle(s) to the return location specified in Schedule 1 or as otherwise designated by Chrysler, as soon as possible but no later than two business days following receipt of Chrysler's notice.

2. Use of Vehicle(s); Drivers of the Vehicle(s). Company agrees, represents and warrants to Chrysler the following:

(a) All drivers of the Vehicle(s) will have a then-current, valid, unrestricted driver's license due to traffic violations and are in good standing with the state of Issuance.

(b) All drivers of the Vehicles(s) will be at least 18 years of age.

(c) The Vehicle(s) will not be driven outside of the United States or outside the service area stated in Schedule 1 without prior permission from Chrysler.

(d) All occupants of the Vehicle(s) will properly utilize all vehicle/occupant restraint systems, at all times, including use of child protective restraints/seats (which are not provided by Chrysler).

(e) The Vehicle(s) will at all times be operated in accordance with all applicable federal, state and municipal laws, regulations and ordinances, including use of cell phones, and will not be operated in a reckless manner.

(f) The Vehicle(s) will not be operated by any driver under the influence of alcohol, illegal or legal substances or drugs, illness or any other intoxicants or condition which could adversely impair the driver's judgment or ability to safely operate the Vehicle.

(g) The Vehicle(s) will not be used for hire: (1) to transport people or property; (2) to be subleased; (3) for towing or plowing; or (4) in any competitive manner, on or off the track. Towing of trailers up to 6000 pounds is permitted in accordance with Company's approved usage plan. The Vehicle(s) may not be used for any unauthorized or illegal purpose.

(h) Company will assure that, prior to allowing any driver to drive a Vehicle, each such driver, within the immediate past 24 months, (1) has not been convicted of driving while intoxicated or under the influence (DUI/DWI); (2) has not had more than one at-fault accident; (3) has not been convicted of driving recklessly, hit and run, road rage or vehicular homicide; or (4) has not had more than two moving violations or more than two points (if applicable) on his or her driver's license.

(i) Each driver of a Vehicle must have received approved training by Chrysler, its representatives or another trained person approved by Chrysler in writing in the proper operation of, and safety issues concerning, the Vehicle prior to being permitted to drive the Vehicle. Each driver of a Vehicle must have read and understood the Owner's Manual provided with the Vehicle prior to operating the Vehicle.

(j) Company may allow a visiting dignitary or official to drive a Vehicle on an irregular basis, but only for a distance not exceeding what is reasonably sufficient to demonstrate the Vehicle to the dignitary or official. The dignitary or official must satisfy all requirements in this Section 2, except for paragraph (i) above, regarding drivers of the Vehicle(s) and must at all time while operating a Vehicle be accompanied in the Vehicle by a driver in the front passenger seat who satisfies all requirements in this Section 2, including the requirements in paragraph (i) above.

(k) No explosives of any kind are permitted in a Vehicle. No flammable liquids or compressed gas containers of any kind are permitted in the truck bed of a Vehicle.

Prior to entering into this Agreement, Company must have presented to Chrysler and obtained Chrysler's written approval of Company's intended usage plan for each Vehicle. [Chrysler expects a monthly driving distance of not less than 1,400 miles for each Vehicle.] The usage plans will also describe any special test or function that will be performed on individual Vehicles and will list the contact information of a Company employee for each Vehicle (the "Vehicle Contact") whom Chrysler may contact as needed with respect to that Vehicle. If Company will operate more than one Vehicle under this Agreement, Company must also list the contact information for Company's contact person for the fleet of Vehicles (the "Fleet Contact") on the signature page of this Agreement.

3. **Recording of Vehicle(s) Usage; Reporting.** Company will maintain an accurate and complete log of all Vehicle use (identifying the drivers, corresponding mileage, reported accidents and/or material damage) and Company will retain such log for one year after Company returns the Vehicle to Chrysler. Chrysler may at any time up to one year after return of the Vehicle review all records relating to Company's use of the Vehicle(s). In addition, Company will track and report to

Chrysler (or as otherwise directed by Chrysler in writing) all fuel usage (including vehicle mileage and quantity of fuel added), all maintenance performed (indicating the location at which maintenance was performed), all safety checks performed and the results thereof, Vehicle usage, and provide such additional report as Chrysler may from time to time request. Company will each month provide Chrysler with an accurate and complete, written report in the format of the attached Schedule 2 for each Vehicle. Company will allow Chrysler representatives to visit the deployment site of each Vehicle and facilitate interviews of the drivers of the Vehicle(s) by Chrysler representatives as part of Chrysler's data collection effort.

4. Vehicle Title and Registration. The certificate of title and the registration to the Vehicle(s) will be in the name of Chrysler. The Vehicle(s) will at all times be the sole property of Chrysler. Chrysler will provide license plates and registration and will pay any applicable registration, sales and use taxes in accordance with state law. Company will assure that at no time will any Vehicle be used in such a manner that it would be deemed to be garaged in a state other than the state in which the Vehicle is registered.

5. Liens. Company will not allow, and will promptly cause to have removed at its own expense, any lien or encumbrance on the Vehicle(s).

6. Condition and Maintenance of Vehicle(s); Charging of Vehicle(s). Company, at its expense, will keep the Vehicle(s) clean, properly maintained and in good working condition and repair and will ensure that all necessary routine maintenance, including without limitation conducting routine maintenance as outlined in the service and maintenance instructions in the Owner's Manual included with the Vehicle(s) is performed by or on behalf of the Company and in accordance with the provisions of the attached Schedule 3. Chrysler will pay an authorized Chrysler dealer for all (i) routine maintenance and services that are enumerated in Schedule 3 and (ii) for all other services and repairs that are previously approved in writing by Chrysler; provided that in each case such services are performed only by a PHEV Service Center as described in Schedule 3. Notwithstanding the foregoing, all repairs resulting from an accident, damage or theft shall be subject to the provisions of Section 7 hereof. Company further agrees that, regardless of whether or not Company seeks or is entitled to reimbursement from Chrysler, except for those routine maintenance services that are enumerated in Schedule 3, all services and repairs, including those governed by Section 7 hereof, may only be performed at an authorized Chrysler PHEV Service Center. Company will also perform monthly safety checks of the Vehicle(s), including checks of tire pressures, tire conditions, engine oil level, engine coolant level, power electronics coolant level and charging system coolant level, and will adjust pressures or add coolants as required or as specified by Chrysler, and perform such other Vehicle checks as Chrysler may instruct from time to time. Company may not remove or alter equipment or parts affixed to the Vehicle(s), and Company may not add any parts, equipment, decals or signs to the Vehicle(s), without prior written approval by Chrysler. Company will return the Vehicle(s) in the same mechanical and physical condition as when it was received except for normal wear and tear. If Chrysler reasonably determines that Company did not return a Vehicle in good working order or in the required condition or otherwise violated the provisions of this Section 6, Company will, upon Chrysler's request, pay for the necessary repair of the Vehicle and all incidental expenses.

Company will inform Chrysler of the installation location of the external charger which comes with the Vehicle (the "primary charging location") and other charging locations that may be used (the "secondary charging locations"), which may include business locations, residential locations or other locations. Company will require its drivers to connect Vehicle(s) to a charging station whenever the

vehicle is at the primary or a secondary charging location. Company will coordinate with Chrysler to support module re-flash updates, whether scheduled or upon demand.

7. **Accidents, Damage or Theft.** In the event of an accident, damage or theft involving the Vehicle(s), Company will notify the appropriate governmental authority (e.g. police department to file an official police report), complete the Vehicle Accident Report provided in the glove box of the Vehicle(s) and within 24 hours of the incident fax the completed report to Gallagher Basset Services at fax number 248.745.5871 (or such different location or fax number provided by Chrysler), notify the Chrysler contact identified in Schedule 1, and secure the Vehicle(s) from further damage. The Fleet Contact or, if a Fleet Contact is not named or available, the Vehicle Contact will also notify Abdullah Bazzi at Chrysler as soon as possible by cell phone (248.705.5752) and e-mail (AAB5@Chrysler.com), detailing the event. If there is damage to a Vehicle, Company must immediately contact Chrysler Vehicle Engineering Services at telephone number 248.576.8147 and the Chrysler contact identified in Schedule 1. Company must have the Vehicle(s) repaired at the sole cost of Company and/or its insurer(s), but no repair work may be performed on the Vehicle(s) without Chrysler's prior written authorization. The service and regular repair of vehicle components that fail under normal usage will be billed back directly to Chrysler (using Chrysler dealer service code #062). Repair of damage to the Vehicle(s) will remain the responsibility of Company and/or its insurers. Company must promptly make available to Chrysler and to Chrysler Vehicle Engineering Services all documents and other information relating to the accident, damage or theft.

8. **Fines and Penalties.** Company will be responsible for payment of any fines, penalties, citations, parking tickets, towing charges, impoundment charges or taxes incurred while the Vehicle(s) are in the custody, care or use of Company.

9. **Odometer Disclosure.** Federal law requires that Company disclose the mileage of the Vehicle(s) to Chrysler prior to any transfer of ownership. The "mileage out" and "mileage in" numbers must be recorded in the appropriate section of the attached Schedule 1. Failure to complete such disclosure or making a false statement may result in fines or imprisonment, or both. Company acknowledges its understanding of this requirement and agrees to execute upon Chrysler's request an Odometer Disclosure Statement.

10. **Trade Names; Trademarks.** Company acknowledges and agrees that it is not authorized to use any of the trade names or trademarks of Chrysler or subsidiaries or affiliates of Chrysler without the prior written approval of the owner of such trade name or trademark.

11. **Generated Data.** Except as otherwise required by law, Company will protect as confidential, and not disseminate or make use of, Vehicle performance or other Vehicle data which are generated as a result of this Agreement. Company's obligations under this Section 11 will survive the termination or expiration of this Agreement.

12. **Publicity.** Company will not unilaterally make or permit to be made any press release, advertisement, promotional information or other public statement regarding this Agreement or the Vehicle(s) or any matter relating thereto, unless Company first discusses with Chrysler the exact form, content, and other particulars (e.g., publication name and release date) of such proposed publicity or promotion and receives the express, written consent of Chrysler to release such proposed public statement. Any public relations event involving or otherwise pertaining in any way to the Vehicle(s) (a "PR Event") must have prior approval from Chrysler. A PR Event includes any event that will be covered by, or reported to, or described in any media, including without limitation,

newspaper, magazine, television, cable shows, internet blogs, YouTube, twitter, Facebook, MySpace or any other publicly available medium or forum.

13. **Assumption of Risk.** Company hereby knowingly and voluntarily accepts full responsibility for the inherent risks associated with the Vehicle(s) including, but not limited to, bodily injury, death or property damage to the Vehicle(s), drivers, occupants or any third party as a result of usage of the Vehicle(s).

14. **Insurance.** Company agrees to maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance to satisfy insurance requirements.

Company agrees to maintain at all times, and at its sole cost and expense, the following insurance:

- (a) Commercial Auto Liability insurance for all owned, hired and non-owned vehicles (including the Vehicle(s)) for bodily injury, including death, property damage and contractual liability for limits not less than \$5,000,000 combined single limit. Policy will also include medical payments, personal injury protection (where applicable), uninsured motorist and underinsured motorist and sudden and accidental pollution, including cost of clean-up. Auto policy will apply as primary to any similar insurance maintained by Chrysler and will include Chrysler as an additional insured.
- (b) Company may choose to self-insure Auto Physical Damage of the Vehicle(s), including comprehensive and collision coverages.
- (c) Commercial General Liability insurance, including contractual liability, products and completed operations, for limits not less than \$5,000,000 per occurrence and \$5,000,000 general policy and products aggregate. Policy will apply as primary to any similar insurance maintained by Chrysler and will include Chrysler as an additional insured.
- (d) Workers' Compensation insurance according to statutory limits in the state where the Vehicle(s) will be operated, and including employer's liability insurance with limits not less than \$1,000,000 each accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee.

All above policies will be written with insurers that maintain a Best Rating of not less than A:VII. Company will provide to Chrysler certificates of insurance prior to taking possession of the Vehicle(s) and then annually within 10 days of each renewal. Certificates of insurance will provide that the above policies will not be cancelled or materially changed without prior written notice to Chrysler according to policy provisions. Company acknowledges and agrees that the limits, policy requirements or coverages as described under this Section may not be adequate to respond to all exposures or losses, nor should they be considered a limitation or maximum liability regarding Company's indemnity obligations as set forth in this Agreement. Company will be financially responsible for all applicable premiums and deductibles, retentions, self-insurance, co-insurance, uninsured, immunity or excess amounts. Company will insure that each Vehicle has a physical Auto ID card (a.k.a. proof of insurance) within the Vehicle at all times, and is electronically reported (where required) evidencing the above insurance in full compliance with all governing statutes. Company and its insurers for all of the above policies agree to waive any subrogation or right of recovery against Chrysler Indemnified Party (defined below).

Company acknowledges and agrees that Chrysler's insurers will have the right of subrogation against Company, its insurers or any other party or parties responsible for liabilities, claims, losses or damages to the full extent of the law.

Failure to comply with these insurance requirements will not relieve Company of any liability or obligation assumed under this Agreement. Chrysler's action or inaction with respect to Company's insurance coverages will not act as a waiver of any of Chrysler's rights under this Agreement.

Minimum limits required under (a), (c) and (d) above can be fully satisfied through any combination of self-insurance plus excess liability or the purchase of primary and umbrella liability policies, as long as total limits provided are not less than stated limits required.

15. **Indemnification.** Company will defend, indemnify, and hold harmless Chrysler and Chrysler's subsidiaries, related or affiliated companies, and each of their respective shareholders, directors, officers, employees, members, trustees, receivers, agents, successors and assigns (each a "Chrysler Indemnified Party") from and against all claims, liabilities, losses, damages, demands, costs, expenses, penalties, liens, judgments, settlements, other legal proceedings, and any defense costs, including without limitation, reasonable attorneys or other professional fees, in connection with, allegedly or actually resulting from or arising out of damage to property (including that to the Vehicle(s)), or bodily injury including death to any person resulting from:

- (a) any act, including but not limited to, criminal, willful, intentional, negligent or other act, error or omission of Company or Company's employees, officers, directors, agents, contractors or any drivers of the Vehicle(s);
- (b) the possession, care, use, maintenance, operation or failure to operate the Vehicle(s) that are provided to Company under this Agreement;
- (c) breach of this Agreement by Company, including misrepresentation; or
- (d) performance or failure to perform services or obligations as provided within this Agreement.

Notwithstanding the above, Company will not be obligated to indemnify, hold harmless or defend Chrysler Indemnified Parties for claims, liabilities, losses, damages, demands, costs, expenses, penalties, liens, judgments, settlements, other legal proceedings, and any defense costs, including without limitation, reasonable attorneys or other professional fees that result from or arise out of product defects in the design or manufacture of the Vehicle(s).

The obligations under this Indemnity will survive the termination, expiration, cancellation or non-renewal of this Agreement. Furthermore, it is agreed that Chrysler or its insurers will be reimbursed and indemnified for any claim(s) within the scope of the indemnity not covered by Company's insurance, including deductibles, retentions, self-insurance, co-insurance, uninsured or excess amounts.

16. **Invalidity.** If any portion of this Agreement is held invalid, it is agreed that the balance will continue in full legal force and effect.

17. **Successors and Assigns.** By signing below, Company understands and agrees that this Agreement will be binding upon Company and its agents, heirs, beneficiaries, insurers, representatives, successors and permitted assigns. Company may not assign this Agreement in whole or in part without Chrysler's prior written consent.

18. **Waivers.** Failure by Chrysler at any time to enforce any of the provisions of this Agreement or any right that may arise as a result of a breach of this Agreement by Company, must not be construed as a waiver of any of Chrysler's rights, does not affect the validity of this Agreement or any part thereof, and does not prejudice Chrysler in regard to any subsequent action. Either party may expressly waive any of its rights under this Agreement only by an appropriate writing that specifically refers to the contractual right that is being expressly waived.

19. **Termination.** The term of this Agreement commences upon the date it is signed by Company and continues until each Vehicle has been returned to Chrysler in accordance with this Agreement. Company's obligations under Sections 2, 8, 9, 11 and 14 through 23 of this Agreement will survive termination, expiration, cancellation or non-renewal of this Agreement.

20. **Entire Agreement.** This Agreement constitutes the complete agreement between Company and Chrysler with respect to the use of the Vehicle(s) by Company. In the event of a conflict between this Agreement and any other agreement between the parties related to Vehicle usage, the terms of this Agreement will apply. This Agreement does not supersede other obligations under any other agreement(s) which remain fully in force.

21. **Amendments.** This Agreement can only be amended in a writing signed by an authorized representative of each party.

22. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions and as if this Agreement had been fully performed therein, provided, however, that Company will not be required to take any action under this Agreement that violates California State or San Francisco local law.

23. **Authority.** The individual signing this Agreement on behalf of Company warrants to Chrysler that he or she has full authority to so sign.

COMPANY:

CHRYSLER GROUP LLC:

By: Amy L. Brown
(Signature)

By: _____
(Signature)

Name: Amy L. Brown

Name: Robert E. Lee

Company: City and County of San Francisco

Title: Acting City Administrator

Title: Vice-President Engine & Elec. Powertrain

Date: 6/30/11

Date: _____

Address: (Street, City, State and zip code):

City Hall, Room 362
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Contact Information (name, address, phone number, e-mail address) for Company's primary contact for the fleet of Vehicles (the "Fleet Contact") is:

Tom Fung, Fleet Manager

Telephone: 415-550-4650

Fax: 415-550-4611

Tom.Fung@sfgov.org

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: *Dennis J. Herrera*
Deputy City Attorney

SCHEDULE 1
DESCRIPTION OF CHRYSLER VEHICLES

VEHICLE #1:

YEAR & MAKE: 2011 Ram MODEL: 1500 DS PHEV

VIN: _____

DATE & TIME TO BE RETURNED: _____ AM/PM MILEAGE IN: _____

DATE & TIME LOANED: _____ AM/PM MILEAGE OUT: _____

LICENSE PLATE NO. & STATE: _____

LOCATION DELIVERED TO COMPANY: _____

SERVICE AREA: _____

LOCATION TO BE RETURNED TO CHRYSLER: _____

CHRYSLER CONTACT: Abdullah Bazzi

VEHICLE #2:

YEAR & MAKE: 2011 Ram MODEL: 1500 DS PHEV

VIN: _____

DATE & TIME TO BE RETURNED: _____ AM/PM MILEAGE IN: _____

DATE & TIME LOANED: _____ AM/PM MILEAGE OUT: _____

LICENSE PLATE NO. & STATE: _____

LOCATION DELIVERED TO COMPANY: _____

SERVICE AREA: _____

LOCATION TO BE RETURNED TO CHRYSLER: _____

CHRYSLER CONTACT: Abdullah Bazzi

Reporting Specific Reporting Terms by Company

Page 9

Schedule 3

Service and Maintenance of Plug-in Hybrid Electric (PHE) Vehicles

- Company will be responsible for the Vehicle(s) overall maintenance and repair. Company must perform or have performed all necessary routine maintenance and repairs as outlined in the Vehicle's owner's manual or instructed by Chrysler, including without limitation the services enumerated below. The following routine maintenance procedures may be performed by either the Company or any authorized Chrysler dealership:
- Inspect and adjust tire pressure for Vehicle
- Inspect tires for excessive wear or damage
- Inspect all fluid levels including engine oil, transmission fluid, brake fluid, power steering fluid, engine coolant, battery coolant, TPIM coolant, and windshield washer fluid
- Inspect all hoses and belts for signs of excessive wear, cracks or other damage
- Inspect wiper blades for signs of excessive wear or damage
- Inspect brake pads, rotors, and brake lines for signs of excessive wear or damage
- Inspect engine air filter
- Inspect suspension, tie rod ends, and boot seals for cracks, leaks, excessive wear, damage, or looseness
- Engine oil and engine oil filter changes
- Tire rotation

ALL OTHER SERVICE NEEDS must be performed by a trained PHEV service technician at the Chrysler dealership designated by Chrysler as an authorized PHEV Service Center.

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: September 9, 2011
Re: Use Permit and Film Permit Waivers and Reductions

The following waivers and reductions were granted for short-term Use Permits and Film Permits between June 4 and September 9, 2011

Fee Waivers:

- Embarcadero YMCA – Paved parking lot at Avenue M and 11th Street (Event Permit) – July 1 – August 31, 2011
- San Francisco Police Department – YBI Quarters 240; 1211 Bayside Drive – July 13, 14, 27; August 24, 2011
- Office of the Mayor – Casa de la Vista – July 15, 2011
- San Francisco School of Digital Filmmaking student project – Avenue of Palms – July 21, 2011
- San Francisco International Airport – Fogwatch Picnic Area – July 30, 2011
- United States Department of State – Various Treasure Island streets and off-street locations – August 2, 2011
- Treasure Island Job Corps/Siatech – Treasure Island Chapel – August 4, 2011
- Doug Acres, Island Resident- Fogwatch Picnic Area- August 14, 2011
- United States Navy- Casa De La Vista, Meeting- August 28, 2011

Security Deposit Waivers:

- Embarcadero YMCA – Paved parking lot at Avenue M and 11th Street (Event Permit) – July 1 – August 31, 2011
- Kim Lansill Productions – Treasure Island Chapel Parking Lot (Photo Permit) – July 8, 2011

CITY & COUNTY OF SAN FRANCISCO

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WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: September 9, 2011
Re: Use Permit and Film Permit Waivers and Reductions

The following waivers and reductions were granted for short-term Use Permits and Film Permits between June 4 and September 9, 2011

Fee Waivers:

- Embarcadero YMCA – Paved parking lot at Avenue M and 11th Street (Event Permit)
– July 1 – August 31, 2011
- San Francisco Police Department – YBI Quarters 240; 1211 Bayside Drive – July 13, 14, 27; August 24, 2011
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Security Deposit Waivers:

- Embarcadero YMCA – Paved parking lot at Avenue M and 11th Street (Event Permit)
– July 1 – August 31, 2011
- Kim Lansill Productions – Treasure Island Chapel Parking Lot (Photo Permit) – July 8, 2011

- San Francisco Gaelic Athletic Association – Avenue H between 11th and 13th Streets (Event Permit) - June 4 -5, July 16 – 17, 2011
- Bandito Brothers, LLC – Marina Parking Lot (Photo Production Parking/Staging Permit) – July 23, 2011
- Roger Grey Produces – Treasure Island Administration Building Parking Lot; Great Lawn Parking Lot (Photo Permit) – July 24, 2011
- Oxford Film and Television – Avenue of Palms (Film Permit) – August 12, 2011
- Sol Rouge LLC – Paved land adjacent to Building 180 (Event Permit) – September 4, 2011

Reductions:

- Opulent Temple LLC – Hangar 3 (Event Permit) – June 24-26, 2011
- San Francisco Amateur Radio Club – Fogwatch Picnic Area – June 25, 2011
- Beyond Productions – Hangar 3 parking lot (Film Permit) July 5 -6, August 23, 2011
- San Francisco Gaelic Athletic Association – Avenue H between 11th and 13th Streets (Event Permit) - July 16 – 17, 2011
- StreetBike Freaks –Great Lawn (Event Permit) – August 12, 2011
- Oxford Film and Television – Avenue of Palms (Film Permit) – August 12, 2011

CITY & COUNTY OF SAN FRANCISCO

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: July 8, 2011
Re: Use Permit and Film Permit Waivers and Reductions

The following waivers and reductions were granted for short-term Use Permits and Film Permits between June 4 and July 8, 2011

Fee Waivers:

n/a

Security Deposit Waivers:

- Kim Lansill Productions – Treasure Island Chapel Parking Lot (Photo Permit) – July 8, 2011

Reductions:

- Opulent Temple LLC – Hangar 3 (Event Permit) – June 24-26, 2011
- San Francisco Amateur Radio Club – Fogwatch Picnic Area – June 25, 2011
- Beyond Productions – Hangar 3 parking lot (Film Permit) July 5 -6, 2011

**Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of September 9th, 2011**

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date/Event Date	Leasehold Type	Sq. Ft.	Monthly Rent/ Permit Fee	Comments
Ave H between 11 th and 13 th St.	P-468	New	SF Gaelic Athletic Assn.	7/16 - 7/17/11	Lacrosse camp street closure		\$500	
Martina parking lot	P-473	New	Bandito Brothers, LLC	7/23/11	Film production		\$500	
Bldg 1 parking lot, Great Lawn parking lot	P-475	New	Roger Grey Produces	7/24/11	parking photo production		\$500	
Bldg 180 parking lot	P-474	New	Oceanic Nature Film Productions Limited	7/29/11 - 8/11/11	Pacific Voyagers base camp and Aug 6-7 Special Event		\$7,000	
Great Lawn	P-466	New	Streetbike Freaks	8/12/11 - 8/13/11	Sportbike festival		\$2,500	
Unimproved lot at Avenue H and 4 th Street	P-481	New	Heim and Sons Amusement	8/17 - 8/25/11	Storage		\$3,000	
Avenue of Palms	P-482	New	Oxford Film and Television	8/13/11	Film Production		\$500	
B-3 parking lot	P-488	New	Beyond Productions	8/23/11	Film production		\$500	
Great Lawn; Ave of Palms btwn CA and 9 th Street	P-447	New	Wine Valley Catering	9/4/11	Wedding support		\$2,000	
Paved area south of Building 180	P-484	New	Sol Rouge, LLC	9/4/11	Outdoor ceremony		\$500	
Walking route:	P-428	New	Susan B. Komen Foundation	9/9/11 - 9/11/11	Susan G.		\$5,500	

various streets; unpaved lot at Avenue H and 11 th St. Paved lot at Avenue I and 11 th St.					Komen Walk for the cure route to SFGAA fields; production parking			
Great lawn	P-485	New	Passport Capital, LLC	9/9/11	Corporate Event		\$2000	

As of July 8, 2011

[illegible]



9/06/2011

10:20

SOUTHERN STATION CAPTAINS STAFF → 92740299

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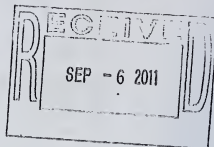
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SAN FRANCISCO POLICE DEPARTMENT
SOUTHERN STATION
850 BRYANT ST
SAN FRANCISCO, CA. 94103
OFFICE #: (415) 553-7959
FAX # (415) 553-9722



Fax Transmittal Sheet



DATE: September 6, 2011

AGENCY: Treasure Island Development Authority

FAX NUMBER: (415) 274-0299

ATTENTION: Marianne

SENT BY: Larry Bertrand

PHONE #: (415) 553-7959

COMMENTS:

Marianne,

Please find attached the August statistics for Treasure Island.

Any questions, please give me a call.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 2

[illegible]



SAN FRANCISCO POLICE DEPARTMENT
SOUTHERN STATION
860 BRYANT ST
SAN FRANCISCO, CA. 94103
OFFICE #: (415) 553-7959
FAX # (415) 553-9722



Fax Transmittal Sheet

DATE: August 4, 2011

AGENCY: Treasure Island Development Authority

FAX NUMBER: (415) 274-0299

ATTENTION: Marianne

SENT BY: Larry Bertrand

PHONE #: (415) 553-7959

COMMENTS:

Marianne,

Please find attached the July statistics for Treasure Island.

Any questions, please give me a call.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 2

ATTACHMENT A					
OCC. DATE	REP. DATE	LOCATION	TYPE	COMMENTS	CASE NUMBER
7/31/11	7/31/11	1243 Northpoint Dr	Restraining Order Violation	Suspect Known	110612480
7/22/11	7/22-7/25/11	401 13th St	Burglary	Suspect Unknown	110593937
7/21/11	7/21/11	351 Ave H	Threats	Suspect Known	110585924
7/21/11	7/21/11	1418 Striped Bass	Theft from Building	Suspect Known	110584522
7/20/11	7/20/11	1243 Northpoint	Restraining Order Violation	Suspect Known	110581578
7/19/11	7/19/11	1243 Northpoint	Restraining Order Violation	Suspect Known	110977094
7/19/11	7/19/11	110 Ave of the Palms	Mental Health Detention	Non-Suspect Incident	110577652
7/18/11	7/18/11	1126 Reeves Ct	Warrant Arrest	Suspect Booked	110574573
7/15/11	7/16/11	1139 Ozburn Ct	Missing Juvenile	Non-Suspect Incident	110565994
7/14/11	7/14/11	1404 Sturgeon St	Vandalism	Suspect Known	1105664916
7/13/11	7/13/11	749 9th St	Suspicious Occurrence	Suspect Known	110566233
7/13/11	7/13/11	1115 Keepler Ct	Vehicle Vandalism	Suspect Known	110562813
7/13/11	7/13/11	1650 Ave N	Discharging Firearm	Unknown Suspect	110562233
7/6/11	7/6/11	1410 Flounder Ct	Stolen Vehicle	Unknown Suspect	110543170
7/4/11	7/4/11	12 Ave of the Palms	Domestic Violence	Suspect Known	110537753
7/3/11	7/3/11	SF Bay (On the Water)	DUI (Boating)	Suspect Booked	110534630
7/2/11	7/2/11	Ave H/9th St	Trespassing	Suspect Known	110532515

Arson
Burglary 1
Assault 1

Part 1 Crimes July, 2011
Robbery 0
Sex Offenses 0

Homicide 0
Vehicle Theft 1

Arson 0
Larceny 1

Total 4



7/05/2011

10:18

SOUTHERN STATION CAPTAINS STAFF → 92740299

NO.682

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SAN FRANCISCO POLICE DEPARTMENT
SOUTHERN STATION
850 BRYANT ST
SAN FRANCISCO, CA. 94103
OFFICE #: (415) 553-7959
FAX #: (415) 553-9722



Fax Transmittal Sheet

DATE: July 5, 2011

AGENCY: Treasure Island Development

FAX NUMBER: (415) 274-0299

ATTENTION: Marianne

SENT BY: Larry Bertrand

PHONE #: (415) 553-7959

July 6, 2011 File
MT MS AS

COMMENTS:

Marianne,

Here are the monthly Treasure Island stats for June.

Any questions, please give me a call.

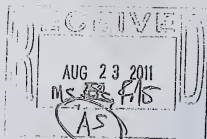
Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 2



MEMORANDUM



To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *[Signature]*

Date: August 22, 2011 *TIDA*
6/22/11

Subject: Percentage Rent for Treasure Island Housing Project Sublease for July 2011

Enclosed is our payment of Percentage Rent in the amount of \$316,747 for the July period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of July 2011, Actual Total Revenues were 1.5 % above Budgeted Total Revenues while Actual Total Operating Expenses were below Budgeted Total Operating Expenses by about 2.6%. The result was that Funds Available for Distribution were above budget by about 8.2%.

Calculation of Percentage Rent

Based on operations, a total of \$333,418 in adjusted Gross Revenues after costs of operations are available for distribution for the July period. These revenues are distributed as follows:

<u>July 2011 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$333,418	\$308,275
Percentage rent for TIDA	\$316,747	\$292,861
Percentage rent for JSCo	\$16,671	\$15,414

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

[illegible]

2532 Revenues	
Auditing Expenses	
TOTAL DEDUCTIONS	
Net Expenses Net of Environmental	
Costs (see line 2532)	
per Unit Monthly Expenses (excluding	
per Unit Monthly Expenses (excluding	
TOTAL ENVIRONMENTAL EXPENSES	

REVENUES AND OPERATING EXPENSES FROM OPERATIONS

June 2011: millions for Treasure Island Project

2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567</
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Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
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1388 Sutter Street, 11th Fl.
San Francisco, CA 94109-5427

Tel 415.345-4400
Fax 415-614-9176
www.isco.net

MONTHLY BASE RENT

TO: Treasure Island Dvlpmnt Authority Monthly Base Rent Aug-11
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130 Amount Paid \$ 48,751.97

Payee: Treasure Island Dvlpmnt Authority

6/15/2011

010604

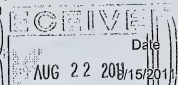
48,751.97

Retain this statement for your records



TREASURE ISLAND-RES.
The John Stewart Company, Trustee
1388 Sutter Street, 11th Fl
San Francisco, CA 94109

WestAmerica Bank
90-4021/1211
Sausalito, CA 94965



Date

Check No.

Check Amount

AUG 22 2011

010604

\$48,751.97

Forty Eight Thousand Seven Hundred Fifty One AND 97/100 Dollars

Pay to the order of:

Treasure Island Dvlpmnt Authority
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

Edmund P. Youse

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

10604 121140218 0506928621



AUG 11 2011

MS ~~11/11/11~~

ATE

TREASURE ISLAND

Monthly Maintenance Common Area Charges 2011

6589—MAINTENANCE-COMMON AREA CHARGES: The figure of an average \$28,300 per month/\$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land (\$6,886.96 per month) and a charge for the structures (\$23,317.54) The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at \$30,204.50 per month/ \$362,454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by \$1,962.38 per month to \$28,242.10 per month/\$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.

While the Villages expects a decrease in the Common Area Charges with the relocation of the residents from Yerba Buena Island to Treasure Island, this line item does not include any budgetary reflection since it is difficult to anticipate at what rate tenants will relocate. Please note that the 80 apartments on YBI represent approximately 13.8% of the structural common area charges paid monthly.

Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
TR100	Villages at Treasure	6589-000	Maint.-Common Area	CAM Charge	7/1/2011		Monthly CAM Charge	28,242.10
Payor: TREASURE ISLAND-RES.					Date	Check No.	Check Amount	
Payee: Treasure Island Dvlpmnt Authority					8/5/2011	010575	28,242.10	

Retain this statement for your records

AP30007P, 01/01/2011



TREASURE ISLAND-RES.
The John Stewart Company, Trustee
1388 Sutter Street, 11th Fl
San Francisco, CA 94109

WestAmerica Bank
90-4021/1211
Sausalito, CA 94965

Date
AUG 11 2011

Check No.
010575

Check Amount
\$28,242.10

Pay to the order of:

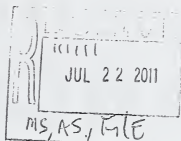
Treasure Island Dvlpmnt Authority
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130

Edward P. Yuen

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

⑈ 10575⑈ ⑆ 121140218⑆ 0506928621⑈



MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *[Signature]*

Date: July 20, 2011

Subject: Percentage Rent for Treasure Island Housing Project Sublease for June 2011

Enclosed is our payment of Percentage Rent in the amount of \$380,785 for the June period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of June 2011, Actual Total Revenues were 2.6 % above Budgeted Total Revenues while Actual Total Operating Expenses were below Budgeted Total Operating Expenses by about 14.1%. The result was that Funds Available for Distribution were above budget by about 30.0%.

Calculation of Percentage Rent

Based on operations, a total of \$400,826 in adjusted Gross Revenues after costs of operations are available for distribution for the June period. These revenues are distributed as follows:

<u>June 2011 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$400,826	\$308,275
Percentage rent for TIDA	\$380,785	\$292,881
Percentage rent for JSCO	\$20,041	\$15,414

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

COMPARISON TO BUDGET June 2011

	June			YEAR TO DATE		
	Actual	Budget	% Variance	Actual	Budget	% Variance
Total Revenue	835,777	814,823	2.57%	5,174,988	4,888,968	286,020 5.85%
Marketing	834	9,565	(8,731)	18,665	57,390	(38,725) -67.48%
Administrative	74,907	74,988	(91)	409,805	409,988	(40,183) -9.93%
Utilities	113,875	117,030	(3,155)	703,905	702,180	1,725 0.25%
O&M	140,315	167,109	(26,794)	923,909	1,002,654	(78,745) -7.86%
EOY Reconciliation						
Tax Ins (inc. community room and finance exp)	32,479	34,550	(2,072)	201,797	207,300	(5,503) -2.65%
Rent	48,752	48,301	451	289,550	289,806	(256) -0.09%
Reserves						
Replacement (excl. anticipated draw)	23,788	55,000	(31,211)	219,104	330,000	(110,896) -33.90%
Total Expenses	434,951	506,553	(71,602)	2,772,736	3,039,318	(266,582) -8.77%
Available for Distribution	400,826	308,275	92,551	2,402,252	1,849,650	552,602 29.88%
Available for Distribution						
TIDA	400,826	308,275	92,551	2,402,252	1,849,650	552,602 29.88%
JSCO	380,785	292,861	87,924	2,282,138	1,757,168	524,972 29.88%
	20,041	15,414	4,627	120,113	92,483	27,629 29.87%

[illegible]

[illegible]

Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
TRIP	Villages at Treasure	7141-000	% Rent - TIDA	% Rent	7/21/2011		Jun2011 % Rent	380,785.00

Payor: TREASURE ISLAND-RES. Date: 7/21/2011 Check No. 010548 Check Amount: 380,785.00
 Payee: Treasure Island Dvlpmnt Authority

Retain this statement for your records

TREASURE ISLAND-RES.
 The John Stewart Company, Trustee
 1388 Sutter Street, 11th Fl
 San Francisco, CA 94109

WestAmerica Bank
 90-4021/1211
 Sausalito, CA 94965

JUL 22 2011

Date
 7/21/2011

Check No.
 010548

Check Amount
 \$380,785.00

Three Hundred Eighty Thousand Seven Hundred Eighty Five AND 00/100 Dollars

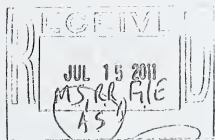
Pay to the order of:

Treasure Island Dvlpmnt Authority
 2nd Floor, Treasure Island
 One Avenue of the Palms
 San Francisco, CA 94130

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

⑈ 10548 ⑈ ⑈ 121140218 ⑈ 0506928621 ⑈



TREASURE ISLAND

Monthly Maintenance Common Area Charges 2011

6589—MAINTENANCE-COMMON AREA CHARGES: The figure of an average \$28,300 per month/\$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land (\$6,886.96 per month) and a charge for the structures (\$23,317.54). The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at \$30,204.50 per month/ \$362,454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by \$1,962.38 per month to \$28,242.10 per month/\$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.

While the Villages expects a decrease in the Common Area Charges with the relocation of the residents from Yerba Buena Island to Treasure Island, this line item does not include any budgetary reflection since it is difficult to anticipate at what rate tenants will relocate. Please note that the 80 apartments on YBI represent approximately 13.8% of the structural common area charges paid monthly.

Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
TR00	Villages at Treasure	6589-000	Maint.-Common Area	3611 CAM Cha	6/9/2011		Jun11 Common Area Ch	28,242.10
Payor: TREASURE ISLAND-RES. Payee: Treasure Island Dvlpmnt Authority								
					7/13/2011	Check No. 010519		Check Amount 28,242.10

Retain this statement for your records

PDF GENERATED BY KOD WAREHOUSE.COM



TREASURE ISLAND-RES.
The John Stewart Company, Trustee
1388 Sutter Street, 11th Fl
San Francisco, CA 94109

WestAmerica Bank
90-4021/1211
Sausalito, CA 94965



Check No. 010519
Check Amount \$28,242.10

Pay to the order of:

Treasure Island Development Authority
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130

Twenty Eight Thousand Two Hundred Forty Two AND 10/100 Dollars

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

Edgar P. Garcia

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

050692862600



MEMORANDUM

JUN 21 2011
MS, RR, AS, S/C

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *MSH*

Date: June 20, 2011

Subject: Percentage Rent for Treasure Island Housing Project Sublease for May 2011

Enclosed is our payment of Percentage Rent in the amount of \$372,667 for the May period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of May 2011, Actual Total Revenues were 3 % above Budgeted Total Revenues while Actual Total Operating Expenses were below Budgeted Total Operating Expenses by about 10.5%. The result was that Funds Available for Distribution were above budget by about 27.3%.

Calculation of Percentage Rent

Based on operations, a total of \$392,281 in adjusted Gross Revenues after costs of operations are available for distribution for the May period. These revenues are distributed as follows:

<u>May 2011 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$392,281	\$308,275
Percentage rent for TIDA	\$372,667	\$292,861
Percentage rent for JSCO	\$19,614	\$15,414

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

COMPARISON TO BUDGET May 2011

	May			YEAR TO DATE		
	Actual	Budget	Variance % Variance	Actual	Budget	Variance % Variance
Total Revenue	845,866	814,828	31,038 3.81%	4,335,211	4,074,140	265,071 6.51%
Marketing	2,558	9,565	(6,907) -72.21%	17,831	47,825	(29,994) -62.72%
Administrative	58,801	74,998	(16,197) -21.60%	334,898	374,990	(40,092) -10.69%
Utilities	115,023	117,030	(2,007) -1.72%	590,030	585,150	4,880 0.83%
O&M	173,371	167,109	6,262 3.75%	789,595	835,545	(45,950) -5.50%
EOY Reconciliation						
Tax Ins (inc. community room and finance exp)	34,209	34,550	(341) -0.98%	169,318	172,750	(3,432) -1.99%
Rent	46,752	48,301	451 0.93%	240,798	241,505	(707) -0.29%
Reserves						
Replacement (excl. anticipated draw)	20,771	55,000	(34,229) -62.23%	195,315	275,000	(79,685) -28.98%
Total Expenses	453,586	506,553	(52,967) -10.46%	2,337,785	2,532,765	(194,980) -7.70%
Available for Distribution	392,281	308,275	84,006 27.25%	2,001,426	1,541,375	460,051 29.85%
Available for Distribution	392,281	308,275	84,006 27.25%	2,001,426	1,541,375	460,051 29.85%
TIDA	372,667	292,861	79,805 27.25%	1,901,355	1,464,306	437,048 29.85%
JSCO	19,614	15,414	4,199 27.25%	100,071	77,069	23,002 29.85%

May 2011 Operations for Treasure Island Project

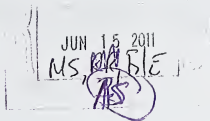
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May 2011 Operations for Treasure Island Project

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Year 2011 Operations for Treacum Island Project

[illegible]



TREASURE ISLAND

Monthly Maintenance Common Area Charges 2011

6589—MAINTENANCE-COMMON AREA CHARGES: The figure of an average \$28,300 per month/\$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land (\$6,886.96 per month) and a charge for the structures (\$23,317.54) The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at \$30,204.50 per month/ \$362,454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by \$1,962.38 per month to \$28,242.10 per month/\$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.

While the Villages expects a decrease in the Common Area Charges with the relocation of the residents from Yerba Buena Island to Treasure Island, this line item does not include any budgetary reflection since it is difficult to anticipate at what rate tenants will relocate. Please note that the 80 apartments on YBI represent approximately 13.8% of the structural common area charges paid monthly.

AS

Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
TR100	Villages at Treasure	7140-000	Rent	0611 Base Re	6/9/2011		Jun11 Base Rent	48,751.97



1388 Sutter Street, 11th Fl.
San Francisco, CA 94109-5427

Tel 415.345-4400
Fax 415-614-9176
www.jsco.net

MONTHLY BASE RENT

TO: Treasury Island Dvlpmnt Authority
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130

Monthly Base Rent Jun-11

Amount Paid \$ 48,751.97

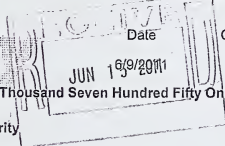
Payee: Treasury Island Dvlpmnt Authority

Retain this statement for your records



TREASURE ISLAND-RES.
The John Stewart Company, Trustee
1388 Sutter Street, 11th Fl
San Francisco, CA 94109

WestAmerica Bank
90-4021/1211
Sausalito, CA 94965



Date

Check No.

Check Amount

010444

\$48,751.97

Forty Eight Thousand Seven Hundred Fifty One AND 97/100 Dollars

Pay to the order of:

Treasure Island Dvlpmnt Authority
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

Edward P. You

10444 121140218 0506928621





CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
1 AVENUE OF THE PALMS,
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFGOV.ORG/TREASUREISLAND



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

September 15, 2011

On behalf of the Mayor's Office and the Treasure Island Development Authority, I am pleased to welcome back the 2011 Kaiser Permanente San Francisco International Dragon Boat Festival to Treasure Island for its sixteenth year, and seventh year with Treasure Island.

In 1996 the Dragon Boat Festival started out with a small all-volunteer group which has grown into a large volunteer organization. This year's festival has grown into the largest event ever with over 50,000 estimated guests in attendance, and over 120 participating teams making it the largest Dragon Boat competition in the United States. Visiting teams are coming from all over the United States and Canada to enjoy racing into the San Francisco skyline with the Bay Bridge behind them at the start-line.

The Dragon Boat Festival is rich in traditions originating in China over 2,300 years ago. Each year, guests old and new come to the Dragon Boat Festival to watch the old world and the new world come together. Today, the Dragon Boat Festival is one of the most iconic events to occur on Treasure Island's Clipper Cove.

We are proud of the charitable work the festival supports – its work with both seniors and youth. And we applaud the wide-ranging series of ancillary events taking place during this two day festival, including many activities for families.

Treasure Island is a unique place for the festival because of its regional access, spectacular views and the ability for participants to race in the Bay in protected waters. I would like to thank both the California Dragon Boat Association and the participants in this year's festival for choosing Treasure Island for the seventh consecutive year and for helping to make Treasure Island the Bay Area's recreation destination.

Sincerely,

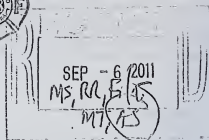
A handwritten signature in dark ink, appearing to read "Mirian Saez", written over a light-colored background.

Mirian Saez
Director of Island Operations
Treasure Island Development Authority

San Francisco Fire Fighters Toy Program



1139 Mission Street
San Francisco, CA 94103
(415) 777-0440
(415) 621-7103



September 5, 2011

Mirian Saez

Director of Island Operations, Treasure Island

Dear Ms. Saez,

This is a request from the SF Firefighter's Toy Program for an extension on the use of Bldg. #96, at Treasure Island.

We are the largest Firefighter Toy Program in the U.S., and use that facility as storage for our Toys, 900 plus Barrels, and Trucks.

We are actively looking for a new location, and I feel confident We will find one but if We could extend our date until the week after Christmas that would be a BIG help to us, as We just had to move out of our regular HQ at Mission Bay and are in a temp location for this season, and with the addition of about 50 pallets of toys I do not want to move these items twice, as We rely on volunteers, and have only myself on board until December.

I promise we will vacate and leave the building in good repair, we have already made some security improvements, and alarmed the building..

I also would be happy to share with the press how The Navy, and Treasure Island Management have been so generous to us in a Press release with both your permissions helping the 40,000 kids we serve have a Happy Christmas..

Our phones at new location should be working this week, and the office number is 415 777-0440.

My cell number is 415 244-1984.

Again, thank you for consideration of the Firefighter's situation.

Sincerely,

Sally Casazza, Chairperson S.F. Firefighter's Toy Program

Cc: Tom O'Connor President S.F. Firefighter's Local 798

Danny Gracia Director, Local 798

Chief Hayes-White , Chief SFFD

Rich Rovetti Treasure Island Leasing



MEMORANDUM: August 24, 2011
TO: Treasure Island Development Authority Commission
FROM: John Elberling, Member
RE: One Member's Response To The Real Issue

I do very much believe, for the sake of transparency of public processes, that Members of City Commissions such as TIDA should make clear the reasoning behind their votes on major civic decisions. Because the full public/civic debate on our Treasure Island Project was not finished until well after our April 21st public hearing on its EIR, we did not have a good opportunity to complete our discussion of some of the major issues that came into focus later. This Memo is my own personal reasoning about those matters. Because the issues are very complex and a full statement would take some time, and there is no specific agenda matter coming in the near future, I thought it best to put my personal reasoning in writing and in the public record now as a Communication to the Commission. I am addressing here the "policy" issues involved, not any legal or procedural issues. I am certainly not speaking for the Commission or TIDA, but just as one individual Member with some background on these matters. We will all be working on Project details for many years to come, and there is still much more to do, and much more we can do.

Dealing With The Real Issue

It is good to see that Arc Ecology has clearly stated their real Big Issue – the "policy" issue, not the "process" issue – for opposing approval of the Project: they believe the Project, with 8,000 new housing units, is just *Too Big*, and believe the Bay Bridge simply can't handle its impacts when it is all built out in 15-20 years. That's an honest and important issue, and a fair question.

As Saul Bloom, Arc Ecology's Executive Director, wrote in the June 14th issue of the San Francisco Bay Guardian [two excerpts]:

"It's a bloated project that will vastly exceed the region's capacity to support it. It's a project whose impacts will enslave legions of people to longer commutes as more cars flood the bridge, pushing traffic like rising sea levels into the upper reaches of East Bay freeways."

"Still, the appellants weren't trying to halt any project at Treasure Island. The appeal was about was fixing the deficiencies in the EIR and right-sizing the project so it can move forward with its benefits intact" [emphasis added].

On the surface, Arc Ecology ignores or dismisses the Project's definitive built-in answer to its Bridge traffic impacts: auto access to the Bay Bridge will be metered at the on ramps from the Island to a manageable rate, and on top of that hard numerical limit, a flexible "congestion pricing" fee will be charged for all car trips any time of day to further discourage unnecessary auto travel by residents, workers, and visitors alike. In addition, for auto-less transportation alternatives the Project includes, among several major features, an entirely new ferry service to the City.

But, yes, there is much more to this Big Issue.

In the language of Environmental Impact Reports (EIR), the Treasure Island Project's traffic impacts on the Bay Bridge were officially determined to be a "Significant Impact." Under the California Environmental Quality Act (CEQA), that "Finding" mandates that "Mitigation Measures" must be included in the Project that will reduce that impact to acceptable levels, such as the Project's metering/pricing traffic controls and ferry system. But a 100% reduction in the impact is not required by CEQA. It is up to the local government that approves the Project to balance the overall pros and cons of a Project and any "Unavoidable Impacts." The reasonableness of that balance can then be challenged by those who may believe the mitigations are inadequate or the remaining impacts are still too great, as Arc Ecology apparently does. Essentially they appear to be saying, "It's not good enough."

The Project "Setting," also required for the EIR, is key to this discussion. Bay Bridge traffic has been steadily growing over the last 20 years, as we have all experienced by now, and will foreseeably exceed the Bridge's capacity even if no Treasure Island Project is ever built. Thus, the real problem is clearly not the Treasure Island Project alone and its relatively modest additional mitigated traffic impact. The real problem is the long term need for additional Transbay transportation capacity to offset that overall growth in Bay Bridge travel demand from all sources, because BART's Transbay capacity is also close to being maxed out.

A second Transbay transit tube extending CalTrain from San Francisco to Oakland and the East Bay via the existing rail networks is an obvious answer to this strategic problem. But it is a disappointing fact that so far there is not today any civic effort at all to deal with this pivotal regional transportation issue and begin to move forward with any longterm solution.

When San Franciscans for Reasonable Growth brought suit challenging the City's 1985 Downtown Plan EIR, part of which I helped draft as a member of SFRG, one of our key legal and substantive issues was that such "Cumulative Impacts" of the projected future growth of Downtown and San Francisco under that Plan would inevitably exceed the capacity of our regional highways and transit systems – especially the Transbay

Corridor to the East Bay. And we were right - this is exactly what is happening, as documented by the Treasure Island Project EIR.

And when SFRG settled that lawsuit with the City several years later, the City agreed to fully evaluate this transportation Cumulative Impact in all future EIR's, as the Treasure Island Project EIR does. But there was no commitment by the City to expanding that regional Transbay capacity. The Downtown Plan EIR only noted as Mitigation Measures the potential for improvements in BART and Bridge capacity through technical upgrades, most of which have been implemented over the years since then.

Arc Ecology apparently ignores this inevitable overall Transbay transportation capacity problem like everyone else. Instead, they propose to "right size" the Treasure Island project, reducing its size by perhaps 25% overall – 2000 less housing units – as suggested by some at the Project's final public hearings.

But that glib "right size" sound bite ignores the other mandatory requirement for any possible Treasure Island Project to "move forward with its benefits intact": financial feasibility.

The reason the Project grew in size from about 4,500 total housing units (plus a theme park!) in the initial mid-90's Base Reuse Plan to the 8,000 finally approved, including 5,600 market rate housing units that essentially fund the entire Project, is very simple: the total cost of the Project steadily grew all this time as well, to the point that 8,000 units are what it takes to pay for it all.

This high total cost is a direct result of many unique circumstances and idealistic civic goals that have been incorporated in the Treasure Island Project, making it the *most ambitious yet in the City's history*:

- Necessary state of the art seismic stabilization and sea level protection.
- Completely new state of the art utility infrastructure, including a wetlands.
- A new ferry terminal and ferries, the key transportation impact mitigation, as well as on-Island shuttle system and expanded MUNI service.
- Extensive new local and regional parks and wildlife habitat protections.
- Preservation of the Island's historic/significant World's Fair and Navy-era buildings.
- 30% affordable housing – 2,400 units of all types.
- Funding for extensive community facilities and programs, including the Treasure Island Homeless Development Initiative.

- Assured new housing for current Island residents.
- Commitments to prevailing wages and local hire programs.
- Sustainable construction practices throughout.
- Last but not least, the \$105 million minimum purchase price (up to \$150 million maximum) demanded by the U.S. Navy.

It was the Navy's price for Treasure Island Naval Air Station that forced the final increase in the Project's total housing units to 8,000 in 2010. And as a result of the steady escalation of all these costs over the 15 year course of the Project's planning process, the Developer's (Treasure Island Community Development, a joint venture of Lennar Corp., Wilson Meany Sullivan, and their respective equity investment funds) projected rate of return on their enormous \$655,000,000 total equity investment over the 15-20 year Project build-out period has declined steadily as well, from their initial goal of 25% to well under 20% now as finally approved.

Given the hard fact that Treasure Island, with all its market constraints (including its relative isolation and everyday inconveniences, congestion pricing, etc.), is unquestionably a high risk project for any developer, this sharply reduced rate of return makes any smaller Project with an even lower rate of return hopelessly infeasible financially. Despite its attractive views, the estimated sales values for Treasure Island housing units in the Project financial plan are about 15% less than for otherwise identical units in the Central City - for example, in the Mission Bay Project. The hard truth is, if the Developer had not already invested about \$40 million in Project planning up to this point, they might well have abandoned the Treasure Island Project by now instead. And even now, without some improvement in the general housing market in the next several years, the hard reality is the Project can't move forward. So in the current negative economic environment, for the foreseeable future there would be no replacement developer to step into TIDC's shoes under any circumstances.

Arc Ecology apparently ignores these hard economic realities. Arc Ecology apparently believes, without offering numbers to back their rhetoric up, that a smaller "right sized" project is somehow magically feasible without also drastically cutting back all the exemplary "benefits" of the Project, despite the many fixed costs that can simply not be reduced proportionately (seismic stabilization, all new utility infrastructure, the ferry terminal, preservation/restoration, the Navy's price, 30% affordable housing, and much more).

And they also apparently ignore what would be necessary if, in actuality, the Treasure Island Project were "mothballed" at this point to wait for an indefinite number of years until somehow a smaller project could be developed when the market improves:

- The City would have to negotiate how much of the \$40 million of predevelopment costs provided by the Developer to date would be reimbursed by the City.

- The City would have to renegotiate the Navy payment schedule so that it could still complete clean up and acquisition of TI now as planned to at least overcome that crucial obstacle.
- The City would have to renegotiate its share of funding for the Caltrans improvements to the Bay Bridge ramps that must be built now as part of the new East span project.
- The City would have to determine the capital funding needed to continue to operate the existing housing and other useful facilities for 10-20 more years of productive "interim" use, and at least physically protect the rest of the Island's assets.
- The City would have to fund and complete now the minimum amount of seismic stabilization needed for the safety of the existing housing and facilities for an indefinite period of time.
- The City would have to promptly come up with some financial plan of some kind that no one has conceived to date to cover the cost of these five items – certainly approaching \$100 million over the next 5 years.
- Additional issues that cannot wait indefinitely, such as habitat protection, would also need to be addressed.

So bottom line, my answer to this "fair question," this Big Issue, is that the City needs to move ahead with the Treasure Island Project. The new housing the City and Region very much need and the Project's unique and exemplary community benefits are far too important to push off into an indefinite "maybe someday" future.

Can the Project's Transportation Plan be further improved? Sure it can, and we will all have two decades to do that as this new City neighborhood is gradually completed. Such future Transportation Program improvements can definitely be counted on - not because of any promise, but because otherwise the Developer itself will encounter fatal "market resistance" to terrible traffic conditions in trying to sell Island condominiums at some point.

But even then, the Treasure Island Project's modest incremental impacts on the Bay Bridge are not the real problem here. They are rather a symptom of our overall civic failure to address the inevitable Transbay transportation infrastructure expansion needs that were identified as far back as the 1985 Downtown Plan.

My suggestion to all interested civic and environmental organizations is that they join a new forward looking effort in San Francisco to address and solve this strategic 21st Century issue of the Bay Bridge and our regional transportation network – the inevitable need for a second Transbay CalTrain Transit Tube to dramatically

expand regional transit capacity. It also could be built within the next 15-20 years, the same period as the Treasure Island Project, if we begin now.

The first step, as with any such very significant, very big, and long term transportation initiative, would be a definitive technical analysis and identification of possible alternatives/options to solve the problem by the responsible City Agency, presumably in this case the City's Transportation Authority. So that after extensive public evaluation, the Mayor and Board of Supervisors could thereupon choose a strategic course of action officially and bring it to the regional Metropolitan Transportation Commission for action. If San Franciscans for Reasonable Growth were following up on our Downtown Plan litigation of 25 years ago today, getting that civic process rolling would likely be our strategic goal.

The San Francisco-Oakland Bay Bridge (with regional rail transit until 1958) opened in 1936. Just 36 years later, the BART Transbay Tube opened in 1972. That was 39 years ago! *Now it's time to face up to the future and build the next one.*



August 18, 2011

Treasure Island Development Authority
Treasure Island Project Office
410 Avenue of the Palms, Bldg. 1, 2nd Floor
Treasure Island, San Francisco, CA 94130
Attn: Mirian Saez, Executive Director

Treasure Island Development Authority
c/o Office of Economic and Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Michael Tymoff, Treasure Island Project Director

Re: Force Majeure Extension Notice under the Exclusive Negotiating Agreement;
Notice of CEQA Delay under the Disposition and Development Agreement

Dear Ms. Saez and Mr. Tymoff:

This notice is being provided pursuant to (i) that certain Amended and Restated Exclusive Negotiating Agreement (Naval Station Treasure Island) by and between the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority"), and Treasure Island Community Development, LLC, a California limited liability company ("Developer"), dated for reference purposes only as September 14, 2005, as amended from time to time (the "ENA"); and (ii) that certain Disposition and Development Agreement (Treasure Island/Yerba Buena Island) by and between Authority and Developer, dated for reference purposes only as June 28, 2011 (the "DDA").

I. Force Majeure Extension Notice under the ENA

This letter serves as Developer's Force Majeure Extension Notice to extend the Exclusive Negotiating Period as a result of an event of Litigation Force Majeure. All capitalized terms not otherwise defined in this Section I shall have the meanings set forth in the ENA. Section 4.0 of the ENA provides that if the parties "are unable to meet the required completion date for ... Effectiveness of the Transaction Documents ... due to Force Majeure or Litigation Force Majeure, then the Developer shall have the right, at its option, to extend the Exclusive Negotiation Period[.]" Section 4(a) defines "Litigation Force Majeure" to include:

... any action or proceeding before any court, tribunal, or other judicial, adjudicative or legislative decision-making body, including any administrative appeals, brought for reasons outside of the control of the Developer that (1) seeks to challenge ... the validity of any action taken by the City or Authority with respect to the Transaction Documents, the Development Agreement, the EIR or the implementing General Plan and Planning Code amendments... and (2) the pendency of such action is reasonably likely to prevent the parties from either entering into the Transaction Documents or satisfying the conditions to the close of escrow[.]

On July 18, 2011, Citizens for a Sustainable Treasure Island, an unincorporated association, filed a petition for writ of mandate against the City and County of San Francisco, acting through its Board of Supervisors, Planning Commission, Municipal Transportation Authority, Public Utilities Commission, and the Authority, for various violations of the California Environmental Quality Act, Cal. Pub. Resources Code, 21000 et seq., and the San Francisco Administrative Code relating to certification of the Final Environmental Impact Report for the Treasure Island/Yerba Buena Island development project and approvals in connection therewith (the “CEQA Litigation”). The CEQA Litigation was filed in San Francisco Superior Court as case number CPF-11-511452, and Developer is named as real party in interest.

The CEQA Litigation is an event of Litigation Force Majeure because (1) the CEQA Litigation is a legal proceeding that is outside of Developer’s control that was brought to challenge the validity of the City’s and Authority’s actions on the EIR, Transaction Documents, Development Agreement, and related approvals; and (2) the delay that will be caused by the CEQA Litigation is reasonably likely to prevent the parties from satisfying the conditions to close of escrow under the Transaction Documents. Therefore, Pursuant to Section 4 of the ENA, Developer has the right to extend the Exclusive Negotiation Period because of the CEQA Litigation, and this letter serves as the Force Majeure Extension Notice provided for by Section 4(b) of the ENA.

Section 4(b) requires that the Force Majeure Extension Notice state the reasons the extension is allowed under the ENA and Developer’s good-faith estimate of when completion of the milestone will occur, which must be on or before the Upset Date. The relevant milestone in this case is the Effectiveness of the Transaction Documents, which is defined as “the effectiveness of the Development Agreement and the DDA for all or substantially all of the Project and the expiration of any applicable appeal periods to the DDA, the Development Agreement, or their underlying implementing approvals, including certification of the EIR, without challenge or appeal, or if a challenge or an appeal is filed, such effectiveness shall have been upheld by a final decision in each such challenge or appeal without any material adverse effect on the Development Agreement and DDA.”

For an event of Litigation Force Majeure, the Upset Date is defined as “the earlier of (a) two (2) months after a final, unappealable judgment is issued or affirmed, or (b) three (3) years after the end of the Exclusive Negotiation Period.” While the DDA and the Development Agreement are currently in effect in accordance with their terms, an extension is permitted under the ENA because of the CEQA Litigation. Furthermore, Developer estimates in good faith that in light of

the CEQA Litigation, completion of Effectiveness of the Transaction Documents will occur within two months after a final, unappealable judgment for the CEQA Litigation is issued or affirmed, which is anticipated to occur no later than the Upset Date of December 31, 2015.

II. Notice of CEQA Delay under the DDA

This letter also serves as notice of CEQA Delay under the DDA, and the corresponding extension of dates in the Schedule of Performance attached as Exhibit JJ to the DDA. All capitalized terms not otherwise defined in Section II of this letter shall have the meanings set forth in the DDA. The DDA defines Excusable Delay to include CEQA Delay, and Section 24.1.4(ii) defines CEQA Delay to include "any time during which there are litigation or other legal proceedings pending involving the certification or sufficiency of the Project EIR or any other additional environmental review[.]" Section 24.2.1 provides that each "extension for Excusable Delay shall cause all future dates in the Schedule of Performance, or other date for performance occurring after the date of the notice, to be extended" subject to certain exceptions. Section 24.2 provides that the period of an Excusable Delay runs from the time of the commencement of the cause of the Excusable Delay.

The CEQA Litigation meets the definition of a CEQA Delay under the DDA because the CEQA Litigation is a legal proceeding challenging the certification and adequacy of the Final Environmental Impact Report for the Treasure Island/Yerba Buena Island development project. The CEQA Delay commenced on July 18, 2011, the day the CEQA Litigation was filed. Consequently, pursuant to Sections 24.2.1 and 24.5 of the DDA, the time for performance of the dates of the Schedule of Performance are extended by an amount of time that is no more than three (3) months after a final, non-appealable judgment is issued or affirmed regarding the CEQA Litigation.

Very truly yours,

DEVELOPER
TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC,
a California limited liability company

By: UOT Lomas HW Seal SF Joint Venture,
a Delaware general partnership
its co-Managing Member

By: 
Name: Kofi Romar
Title: Authorized Representative

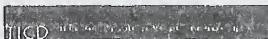
By: KSWM Treasure Island, LLC,
a California limited liability company
its co-Managing Member

By: WMS Treasure Island Development I, LLC,
a Delaware limited liability company
its Member

By: Wilson Moray Sullivan LLC,
a California limited liability company
its Sole Member and Manager

By: 
Name: Christopher Moray
Title: Managing Member

cc: Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Plaza
San Francisco, California 94102
Real Estate/Finance
Attn: Eileen Malley



CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF THE CITY ATTORNEY



DENNIS J. HERRERA
City Attorney

JON GIVNER
Deputy City Attorney

DIRECT DIAL: (415) 554-4694
E-MAIL: jon.givner@sfgov.org

MEMORANDUM

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS

FROM: Jesse Smith, Chief Assistant City Attorney *(JCS)*
Jon Givner, Deputy City Attorney, Head of Ethics and Elections Team *JG*

DATE: August 17, 2011

RE: Political Activity By City Officers and Employees

As we typically do every year in advance of the November election, the City Attorney's Office is providing this memorandum to outline the basic legal rules restricting political activities by City commissions, departments, officers and employees (collectively sometimes referred to below simply as "City officers and employees."). Please note that this memorandum updates and replaces previous memoranda that we have issued on this topic. A further overview of these and other laws governing the conduct of public officials is available in our Good Government Guide, 2010-11 edition, on the Resources page of our website at www.sfcityattorney.org.

This memorandum is a general guide to the rules regarding political activity and is not a substitute for legal advice. Please contact the City Attorney's Office with any questions related to participation in political activities. In providing advice on these matters for the November 2011 election, we will follow the procedures set forth in the City Attorney's memorandum dated August 27, 2010, available at <http://www.sfcityattorney.org/Modules/ShowDocument.aspx?documentid=669>.

SUMMARY

In this memorandum we address the most common legal issues that usually arise before elections. The discussion below provides answers to frequently asked questions in five areas:

1. **Use of City Resources:** No one—including City officers and employees and City volunteers and contractors—may use City resources to advocate for or against candidates or ballot measures. City resources include, without limitation, City employees' work time, City computers, City email systems and City property. Also, City commissions and departments may not endorse or take a position measures or candidates. But they may use City resources to analyze the effects of proposed ballot measures on City operations, as long as the analysis is objective and avoids campaign slogans and other suggestive language typically associated with campaign literature.

2. **Off Duty Political Activity:** As a general rule, City officers and employees may support or oppose candidates and ballot measures in their personal capacities, while off duty and outside of City-owned or controlled property. City officers and employees may reference their City titles in campaign materials as long as it is clear that they are using the titles only for identification purposes. But City officers and employees may not solicit political contributions from other City officers and employees, even while off duty.

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS

DATE: August 17, 2011

PAGE: 2

RE: Political Activity By City Officers and Employees

3. **Mass Mailings Using City Funds:** With limited exceptions, no City department or commission may prepare or send more than 200 pieces of similar mail containing the name or image of a City elected officer.

4. **Campaign Contributions To Elected Officials From City Contractors:** City elected officials may not solicit or accept campaign contributions from any person or entity seeking to enter a contract or grant worth \$50,000 or more with the City, if the contract or grant is subject to the elected officials' approval or the approval of one of their appointees to the board of a state agency. This restriction applies during contract negotiations and for six months after the date of contract or grant approval. The restriction also extends to contributions from the party seeking the contract or grant and that party's directors, executives and owners, as well as any subcontractors listed in the contract or bid.

5. **Campaign Contributions Solicited Or Accepted By Appointed Officials:** Appointed City officials, including department heads and members of boards and commissions, may not solicit political contributions over \$250 from anyone appearing before them in pending proceedings. Such proceedings include conditional use permits, rezoning of property parcels, zoning variances, tentative subdivision and parcel maps, building and development permits, and some contract approvals. Also, appointed officials who are running for office are disqualified from participating in proceedings where the parties or participants have directly contributed over \$250 to the officials within the 12 months before the proceeding.

DISCUSSION

I. Misuse of City Resources

State law prohibits City officers, employees and anyone else from using City resources to support or oppose a ballot measure or the election or defeat of a candidate at the federal, state, or local level. Local law also prohibits City officers and employees from engaging in political activity during work time or on City-owned or controlled premises.

- **What is a misuse of City resources?**

Any use of City resources or City personnel for political activity is prohibited. This ban prohibits any use of City e-mail, telephones, copiers, fax machines, computers, office supplies or any other City resources for political purposes. City personnel's time and attention may not be diverted from their City duties for political purposes. Activities that would fall within the scope of this ban include addressing envelopes for campaign mailers; circulating ballot petitions; making campaign telephone calls; attending campaign events; or engaging in similar types of campaign activity on City time or on City property that the City does not make available to the general public to use for political purposes.

Example: On his lunch hour, a City employee uses his City computer to send invitations to a fundraiser for a candidate. The employee has misused City resources by using his City computer for political activity. The fact that he was on his lunch hour or used his personal email account does not excuse this improper use of City resources.

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS
DATE: August 17, 2011
PAGE: 3
RE: Political Activity By City Officers and Employees

Example: A City department maintains a web page on the sfgov.org domain with information about the department and links to outside websites with additional information. Because the web page is a City resource, the department may not include a link to a campaign website advocating a position on a ballot measure or candidate.

- May a board or commission take a position on a ballot measure?

The prohibition on use of City resources for political activity also means that City officers and employees may not use their official positions to influence elections. As a result, appointed boards and commissions may not vote to endorse a measure or a candidate. The courts have allowed an exception to this rule for legislative bodies like the Board of Supervisors. The Board of Supervisors, acting as a body, may take a position on behalf of the City on a ballot measure, and the Mayor may take a public position on a measure. But no City officials, including the Mayor and members of the Board, may distribute campaign literature at City events or include campaign literature in official mailings to employees or members of the public.

Example: Members of a City commission feel strongly about the merits of a measure appearing on the ballot that relates to matters within their jurisdiction. The commission may not vote on a resolution to support or oppose the ballot measure. The commission may ask staff for information about the impact of the ballot measure on the City, and individual commissioners may support or oppose the measure on their own time using their own resources.

- May City officers and employees analyze a ballot measure's effects?

City officers and employees may lawfully use City resources (where budgeted for such a purpose and otherwise authorized) to investigate and evaluate objectively the potential impact of a ballot measure on City operations. The analysis must be made available to the public.

Example: A City department wants to inform its commission about the potential impacts on the department if a ballot measure passes. If the department has money budgeted for the purpose, the department may research the potential impact of the measure and present objective information to the commission. The analysis must also be made available to the public.

- May City officers and employees respond to inquiries about a measure?

City officers and employees may respond to public requests for information, including requests to participate in public discussions about ballot measures, if the officers' or employees' statements are limited to an *objective and impartial* presentation of relevant facts to aid the voters in reaching an informed judgment regarding the effects of the measure on the City. All statements must be accurate and fair. But City officers and employees should not participate in any campaign event on City time, even to provide an impartial informational presentation, if the purpose of the event is to support or oppose ballot measures or candidates.

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS
DATE: August 17, 2011
PAGE: 4
RE: Political Activity By City Officers and Employees

Example: A community organization asks a department head to attend the organization's meeting to provide information about a pending ballot measure. As long as the department head provides impartial and objective information, she can attend the meeting on City time. But if a candidate asks the department head to provide the same information at a campaign fundraiser, the department head cannot attend on City time.

- May a City department publicize its analysis of a ballot measure?

If a department analyzes a ballot measure, the department should make its analysis public and distribute or publicize it consistent with the department's regular practice. But the department should not use special methods—such as methods associated with political campaigns—to distribute its analysis.

City officers and employees who are considering providing the public with an informational presentation regarding a ballot measure should consult in advance with the City Attorney's Office.

Example: If a department regularly issues a newsletter to interested City residents, it may include an objective and impartial analysis of a pending ballot measure, but the department should not create a special, one-time-only newsletter to distribute its analysis.

- What is an objective and impartial presentation?

Courts evaluate materials prepared or distributed by a public entity in terms of whether they make a balanced presentation of facts designed to enhance the ability of the voters intelligently to exercise their right to vote, or whether the communications resemble campaign materials for or against a ballot measure. In its analysis of the effect of a proposed measure, a department should present factual information, avoid one-sided rhetoric or campaign slogans, and not urge a vote in one way or another.

Example: A City department wants to prepare a PowerPoint presentation about a ballot measure explaining the department's view that the measure could have a significant negative impact on the department's operations. Any such presentation must be limited to an accurate, fair, and objective presentation of the relevant facts. It should not urge a Yes or No vote, and it should not use campaign slogans or rhetoric.

- When do these rules apply?

These rules prohibit using City resources when a matter is pending before the voters, but not when the matter is pending before the Board of Supervisors. City measures may be placed on the ballot in three different ways: (1) by the Board of Supervisors acting as a body through majority vote of all of its members at a public meeting, (2) by the Mayor or four or more individual Board members submitting the measure directly, or (3) by the voters submitting an initiative petition with the sufficient number of valid signatures.

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS

DATE: August 17, 2011

PAGE: 5

RE: Political Activity By City Officers and Employees

- When the Board of Supervisors as a body is considering placing a measure on the ballot, City officers and employees may use City resources to influence the Board's decision on whether to place the measure before the voters. After the Board has taken its final vote to place the measure on the ballot, no additional City resources may be used to advocate for or against the measure.
- When the Mayor or four or more individual members of the Board have submitted a measure, the Charter requires the Board to hold a public hearing on the measure. City officers and employees may use City resources at this hearing to explain the effects, advantages or disadvantages of the measure, and to urge the Mayor or individual Board members to withdraw the measure from the ballot, but not to urge voters to vote for or against the measure. Other than at this hearing, no City resources may be used to advocate for or against the measure once the Mayor or four Supervisors have proposed it.
- A voter may begin circulating a proposed ballot measure for signatures after having obtained a title and summary from the Department of Elections and City Attorney's Office. Once the initiative petition is circulating for signatures, no City resources may be used to advocate for or against it.

II. Off-Duty Political Activities By City Officers and Employees

City officers and employees have a First Amendment right to engage in political activities while off duty and outside of City-owned or controlled property. As a general rule, City officers and employees may take public positions, as private citizens, on electoral races or ballot measures. Federal law restricts the political activities of local employees whose principal employment involves a federally-funded activity. The City also restricts the off-duty political activities of certain officers and employees, including the Ethics and Election Commissions and their employees, and the City Attorney. Finally, local law imposes some off-duty restrictions on all City officers and employees.

- May City officers and employees use their official titles in campaign communications?

As long as they are not otherwise using City resources to do so, City officers and employees may use their official titles in campaign communications. But it must be clear from the tenor and nature of the communication that the City officers and employees are making the communication in their personal capacity and are using the titles for identification purposes only.

- May City officers and employees solicit campaign contributions from other City officers and employees?

No. City officers and employees may not directly or indirectly solicit campaign contributions from other City officers or employees or from persons on City employment lists. A City officer or employee can request campaign contributions from other City officers or employees only if the request is part of a solicitation made to a significant segment of the public that may include officers or employees of the City. If the City officer or employee is aware that a distribution list includes other City officers or employees, the officer or employee should make reasonable efforts to remove those individuals from that distribution list. In no event can the requestor use City resources in making any solicitation.

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS

DATE: August 17, 2011

PAGE: 6

RE: Political Activity By City Officers and Employees

Example: After work, a City employee sends an email to her coworkers—from her personal email account to the coworkers' personal email accounts—soliciting contributions to a candidate for local office. Even though the employee used no City resources, the solicitation is not lawful because she solicited political contributions from other City employees.

Example: The same City employee sends an invitation to a fundraiser to a list of all graduates from the local college she attended. A number of City employees, who also happened to attend that college, receive invitations. Although the officer sent the solicitation to some City employees, the solicitation is lawful because it was made to a significant segment of the public that included some City employees.

- May City officers and employees engage in political activities on City premises?

City officers and employees may not participate in political activities of any kind while on City-owned or controlled property, other than property that the City makes available to the general public to use for political purposes (such as a public plaza or sidewalk).

Example: A City employee seeks endorsements for the employee's candidacy for a political party's central committee in the hallway of her City department's office. This activity violates the ban on political activity on City premises because it is being done inside City property that is not available to the general public for political purposes.

- May City officers and employees engage in political activities while in uniform?

No. City officers and employees may not participate in political activities of any kind while in uniform. City officers or employees are in uniform any time they are wearing all or any part of a uniform that they are required or authorized to wear when engaged in official duties.

III. Mass Mailings at Public Expense

In addition to the general prohibition against using public resources or personnel to engage in political activity, the City cannot use public money to print or send non-political newsletters or mass mailings that feature or make reference to an elected official. A non-political newsletter or mass mailing is prohibited if all of the following four requirements are met:

- **Sent or delivered.** The item is sent or delivered by any means to the recipient at a residence, place of employment or business, or post office box.
- **Features an elected official.** The item either features a City elected officer, or includes the name, office, photograph, or other reference to a City elected officer.
- **Paid for with public funds.** Any public money is used to pay for distribution, or more than \$50 of public money is used to pay for design, production and printing.

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS

DATE: August 17, 2011

PAGE: 7

RE: Political Activity By City Officers and Employees

- More than 200 items in a single month. More than 200 substantially similar items are sent in a single calendar month.

Certain types of mailings are exempt from the mass mailing prohibition. For example, the prohibition does not apply to emails, text messages or postings on websites. It also does not apply to press releases, meeting agendas and intra-office communications. Please check with the City Attorney's Office in advance if you have any questions about the mass mailing rule.

IV. Campaign Contributions to Elected Officials and Candidates

Local law prohibits City elected officials from soliciting or accepting contributions from any person or entity seeking to enter into a contract or grant worth \$50,000 or more with the City, if the contract or grant requires their approval or the approval of their appointees to the board of a state agency. This restriction applies to the party seeking the contract or grant, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than twenty percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the contract or bid. The law both prohibits the donor from giving contributions *and* prohibits the elected official from soliciting or accepting them.

- May a City contractor give a campaign contribution to a public official who approves the contract?

A person or entity that contracts with the City may not make a campaign contribution to an elected official if the contract would require approval by that official, a board on which the official serves, or a board of a state agency on which an appointee of the official sits. The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the commencement of negotiations for the contract until either: (1) negotiations are terminated and no contract is awarded; or (2) six months have elapsed since the award of the contract.

- May an elected City official solicit or accept a campaign contribution from a City contractor?

An elected official may not solicit or accept a campaign contribution from a business or entity seeking a contract with the City, including all of the associated people and entities listed above in the first paragraph of this Section IV, if that elected official, a board on which the official serves, or a board of a state agency on which an appointee of the official sits must approve the contract. This prohibition applies to the official at any time from the formal submission of the contract to that official until either: (1) negotiations are terminated and no contract is awarded; or (2) six months have elapsed since the award of the contract.

V. Campaign Contributions Solicited or Accepted By Appointed Officials

Section 84308 of the California Government Code prohibits appointed officials from soliciting contributions of more than \$250—for any candidate or campaign—from any party or participant in a proceeding pending before the appointed official's agency or from anyone with a pending contract subject to the appointed official's approval. It also disqualifies appointed officials who are running for office from participating in decisions that involve persons who have contributed \$250 or more directly to them within the past 12 months.

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS
DATE: August 17, 2011
PAGE: 8
RE: Political Activity By City Officers and Employees

- **May appointed officials solicit contributions from persons in a proceeding pending before them?**

Appointed officials may not solicit, accept or direct campaign contributions of more than \$250 from any party to or participant in certain proceedings before the official's agency. This prohibition applies during the proceeding and for three months after the final decision is rendered in the proceeding.

This rule applies whether the contributions are sought for the official or for someone else, and whether the contributions come directly from the party or participant, or are made by an agent acting on behalf of the party or participant. The prohibition applies to contributions for candidates or ballot measures in federal, state, or local elections.

An official does not violate this rule if the official makes a request for contributions in a mass mailing sent to members of the public, to a public gathering, in a newspaper, on radio or television, or in any other mass medium, provided the solicitation is not targeted to persons who appear before the board or commission. An official does not engage in a solicitation solely because the official's name is printed with other names on stationery or letterhead used to ask for contributions.

- **Who is an "appointed official" prohibited from soliciting or accepting contributions?**

An appointed official is an appointed member of board or commission, or an appointed department head. Although the Board of Supervisors is an elected body, the prohibitions of Section 84308 apply to members of the Board of Supervisors when they sit as members of an appointed body.

- **What proceedings are covered by this prohibition?**

Section 84308 applies to "use entitlement proceedings," which are actions to grant, deny, revoke, restrict or modify certain contracts or business, professional, trade or land use licenses, permits, or other entitlements to use property or engage in business. Examples of the types of decisions covered by the law include decisions on professional license revocations, conditional use permits, rezoning of property parcels, zoning variances, tentative subdivision and parcel maps, cable television franchises, building and development permits and private development plans. This law also applies to all contracts other than labor or personal employment contracts and competitively bid contracts where the City is required to select the highest or lowest qualified bidder.

The law does not cover proceedings where general policy decisions or rules are made or where the interests affected are many and diverse, such as general building or development standards and other rules of general application.

- **Who is a "party," "participant," or "agent"?**

A "party" is a person, including a business entity, who files an application for, or is the subject of a use entitlement proceeding. A "participant" is any person who is not a party to a proceeding but who: (1) actively supports or opposes a particular decision (e.g., lobbies the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence the decision of the officers of the agency); and (2) has a financial interest in the

Memorandum

TO: ALL ELECTED CITY OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS

DATE: August 17, 2011

PAGE: 9

RE: Political Activity By City Officers and Employees

decision. An "agent" is an individual or entity that represents a party or participant in a proceeding.

- When is an appointed official disqualified from proceedings involving a contributor?

An appointed official who is also a candidate for elective office may not participate in any use entitlement proceeding involving a party or participant (or the party's or participant's agent) from whom the official received contributions totaling more than \$250 in the 12 months before the proceeding. Disqualification is required only if the official received a contribution to the official's own campaign. Soliciting contributions before a proceeding begins does not, by itself, require disqualification, if the official has not directly received contributions as a result of the solicitation.

An appointed official may avoid disqualification if the official returns the contribution (or the portion exceeding \$250) within 30 days of learning of the contribution and the pendency of a proceeding involving the contributor.

Whether the appointed official is disqualified as a result of the contribution, the official always must disclose on the record all campaign contributions totaling more than \$250 received in the preceding 12 months from parties to or participants in the proceeding.

VI. Penalties

State and local enforcement agencies and the courts may impose considerable penalties for violating the laws discussed in this memorandum. Individuals who violate these rules could face criminal fines or imprisonment, orders to repay the City for the misused funds, or civil and administrative penalties of up to \$5,000 per violation. Misappropriation of City funds for political activities also may be official misconduct under the City's Charter that justifies removing a public officer (other than the Mayor) from office and restricting that person's ability to hold a City office in the future, and it may also be cause to discipline or fire a public employee.

The conduct of City officers and employees also could result in fines or liability for the City. For example, the California Fair Political Practices Commission has fined local government agencies as much as \$10,000 for failing to report the use of public funds to prepare and distribute pamphlets on pending ballot measures.

ADDITIONAL INFORMATION

Again, for more information about these rules, see the City Attorney's Good Government Guide, which you may find on the Resources page of the City Attorney's website (www.sfcityattorney.org). If you have any questions, please contact the City Attorney's Office.

NAVAL STATION TREASURE ISLAND
ENVIRONMENTAL RESTORATION ADVISORY BOARD MEETING

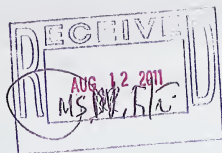
Tuesday, 16 August 2011

7:00 PM.

Casa de la Vista Building 271

Treasure Island

MEETING NO. 155



- 6:00 – 7:00 **Optional Site Tour** (meet at Casa de la Vista)
- 7:00 – 7:05 **Welcome Remarks and Introductions**
Lead: James Sullivan, Navy Co-Chair
- 7:05 – 7:10 **Public Comment and Announcements**
Lead: James Sullivan, Navy Co-Chair
- 7:10 – 7:15 **Treasure Island/Yerba Buena Island Property Transfer Update**
Lead: James Sullivan, Navy Co-Chair
- 7:15 – 7:25 **Field Activities and Access Update**
Lead: John Baur, Shaw E & I
- 7:25 – 7:35 **Site 12 Draft Remedial Investigation (RI) Report Q&A**
(comments due 8/19/11)
Lead: Yohji Ono, Tetra Tech EMI
- 7:35 – 7:45 **Site 21 Draft Soil Gas Investigation Work Plan**
Lead: Danielle Janda, Navy Project Manager
- 7:34 – 7:55 **Proposed Plan Preview: Sites 21 and 32**
Lead: Danielle Janda, Navy Project Manager
- 7:55 – 8:05 **Site 24 Phase II Draft Treatability Study Report/ Phase III Work Plan**
Lead: Danielle Janda, Navy Project Manager
- 8:05 – 8:15 **Upcoming Documents and Field Schedule**
Lead: Jessica Beck, Tetra Tech EMI
- 8:15 – 8:20 **RAB Meeting Minutes**
Lead: James Sullivan, Navy Co-Chair
- 8:20 – 8:25 **Co-Chair Announcements**
Lead: Alice Pilram, Community Co-Chair
- 8:25 – 8:30 **BRAC Cleanup Team Update**
Lead: James Sullivan, Navy Co-Chair
- 8:30 – 8:35 **Other Public Comment and Announcements**
Lead: James Sullivan, Navy Co-Chair

8:35 – 8:40 **Future Meeting Agenda Items**
Lead: Navy and Community Co-Chairs

8:40 **Closing Remarks/End of Meeting**
Break/Informal Discussion for 30 minutes after the meeting
This is an opportunity to informally discuss issues

Next Regular Meetings: No September 2011 Meeting

7:00 pm Tuesday, 18 October 2011
Casa de la Vista, Treasure Island

No November 2011 Meeting

7:00 pm Tuesday, 20 December 2011
Casa de la Vista, Treasure Island

Next Treasure Island Citizen's Advisory Board (CAB): See the web site for latest dates and times for future meetings: <http://www.sfgov.org/treasureisland>

Next Interim RAB Community Member Conference Call: (Last Tuesday of pre-RAB month)

Tuesday, 27 September 2011, 7:00 pm.
Call-In Number: 1- 866-822-0121
Participant Code: 1122026

(Note: This same number will be used for future conference calls)

Next BCT/RPM/Project Team Meeting: 10:00 am. Wednesday 7 September 2011, Tetra Tech EMI, Oakland

Navy BRAC Web Site: <http://www.bracpmo.navy.mil> (click on map for Treasure Island)

Navy San Diego Office Address:
JAMES B. SULLIVAN
DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
1455 FRAZEE ROAD, SUITE 900
SAN DIEGO, CA 92108-4310

james.b.sullivan2@navy.mil



FINAL
Former Naval Station Treasure Island
Restoration Advisory Board (RAB) Meeting Minutes

Meeting #153

19 April 2011

Community Restoration Advisory Board (RAB) Members in attendance:

Alice Pilram, Dale Smith

Department of the Navy and Regulatory Agency RAB Members in attendance:

James Sullivan (Navy)

Ross Steenson (San Francisco Bay Regional Water Quality Control Board
[Water Board])

Other Navy and Regulatory Staff and Consultant Representatives in attendance:

Jessica Beck (Tetra Tech EM Inc. [Tetra Tech])

David Clark (Navy)

Zachary Edwards (Navy Radiological Affairs Support Office [RASO])

Shirley Fu (Tetra Tech)

John Hamm (Shaw Environmental and Infrastructure, Inc. [Shaw])

Brian Holmgren (Shaw)

Yohji Ono (Tetra Tech)

Marcie Rash (Tetra Tech)

Matthew Slack (Navy RASO)

Tommie Jean Valmassy (Tetra Tech)

Public Guests

Tony Gantner

Harold Spiva

Welcome Remarks and Introductions

James Sullivan (Base Realignment and Closure [BRAC] Environmental Coordinator) opened the April RAB meeting for Former Naval Station Treasure Island (NAVSTA TI), held at the Casa de la Vista (Building 271) on Treasure Island (TI). Mr. Sullivan noted the meeting handouts are available on the back table, including copies of the agenda (Attachment A.) He also noted a sign-in sheet is available on the back table and asked everyone to sign in. Mr. Sullivan asked for any comments or changes to the agenda; there were none.

Public Comment and Announcements

Mr. Sullivan invited public comment, noting there is also time at the end of the meeting for additional public comment. There was no public comment at this time.

Treasure Island/Yerba Buena Island Property Transfer Update and Finding of Suitability to Transfer

Mr. Sullivan provided his regular RAB meeting update on the status of property transfer, including the Finding of Suitability for Transfer (FOST) (Attachment B). He noted there has not been much change since the last RAB meeting. Transfer of FOST property from the Navy to the Treasure Island Development Authority (TIDA) has not yet occurred, but is expected to occur in phases beginning in early 2012. Mr. Sullivan said there has been discussion about a possible transfer of land related to the Bay Bridge, specifically the ramps on Yerba Buena Island (YBI). He said discussions may resume and he expects to have an update at the next RAB meeting [in June]. Dale Smith (RAB member) asked what property the transfer might include, and if it would include the "slivers of land" that Mr. Sullivan had mentioned in a previous meeting. Mr. Sullivan said no; it would only include the ramp areas on YBI. The Navy needed to do additional environmental investigation to remove some of the ramp property from Site 29, since Site 29 is still an active Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site. This specific property was removed from the Site 29 boundary, with concurrence from the Base Realignment and Closure (BRAC) Cleanup Team (BCT). Other slivers of property will have to be addressed in a future FOST document. Mr. Sullivan said that other portions of NAVSTA TI have been transferred to other government agencies several years ago, such as the bridge right-of-way to Caltrans. However, no property has been transferred to TIDA yet. All of the property that will be transferred to TIDA will be via an Economic Development Conveyance (EDC).

Mr. Sullivan reviewed the major actions required for the initial property conveyance to TIDA; the first is completion of the third FOST. It was previously referred to as the 2010 FOST, but the completion date has moved to 2011. It should be completed in April or May 2011. Mr. Sullivan said the Navy is working with the Water Board to achieve closure for Site 25. Once the Water Board concurs that Site 25 should be closed, that site will be included in the FOST and the FOST can be finalized. He noted Site 25 lies along the south waterfront, and the Navy is trying to transfer as much of that area to TIDA as possible in the initial transfer.

Mr. Sullivan reminded attendees that two FOSTs were prepared in 2006; one is for Yerba Buena Island (YBI) and one is for TI. The second item the Navy must complete for initial property conveyance is a single addendum to the two 2006 FOSTs.

In addition, TIDA must complete its California Environmental Quality Act (CEQA) process. Mr. Sullivan said there is a meeting this Thursday night, April 21 when the City's planning commission plans to certify the Environmental

Impact Report EIR) for the project. Ms. Smith asked if there was an extension to the public comment period for the EIR. Mr. Sullivan said he did not know.

Lastly, before the initial conveyance, the Navy and TIDA must finalize the conveyance agreement. The conveyance agreement is posted on TIDA's website and is part of the discussion the City will have at the meeting this Thursday. The conveyance agreement includes the EDC, maps, deeds, and other required documentation. This package must be approved by Navy Headquarters, the TIDA Board, and the San Francisco Board of Supervisors. Those approvals should be granted sometime later this spring. Ms. Smith asked if the material will be sent to the RAB. Mr. Sullivan said it will not; they are all development-related documents, and the RAB reviews environmental documents. However, he noted the FOST is the environmental portion and a draft was sent to the RAB.

Mr. Sullivan said the Navy has also agreed to reach specific milestones in the environmental program before the initial conveyance in 2012. As noted on slide 3 of the handout, these milestones are: (1) the Building 233 demolition and finalizing the radiological Final Status Survey Report; (2) the Final Record of Decision (ROD) for Site 21 (the Proposed Plan is currently being prepared and is the step just before the ROD); and (3) the remedial action at Site 33, including preparation of the Remedial Action Completion Report (RACR). Mr. Sullivan added the planned remedial action for Site 33 is part of the reason it made sense to incorporate Site 33 into the Site 31 ROD via the Explanation of Significant Differences (ESD), since the remedial action will be the same at both sites. Mr. Sullivan noted these three milestones were set because of geography; they are all areas in the southern portion of TI, which is the area that will be transferred first. Ms. Smith asked about the housing on YBI. Mr. Sullivan said that property was covered in a 2006 FOST.

Ms. Smith asked about the development plans under way and whether that is a TIDA process that is outside of the RAB process. Mr. Sullivan said the RAB reviewed the FOSTs from 2006. Ms. Smith said she was confused as to why it took TIDA 6 years since the 2006 transfer to begin making development decisions. Mr. Sullivan explained the land was not transferred in 2006. The property was environmentally ready so the Navy prepared the documentation, which are the FOSTs. However, no official transfer agreement had been reached at that time. As a result, the initial property conveyance, scheduled for early 2012, will include property covered in both 2006 FOSTs and in FOST 3.

Mr. Sullivan said after these three FOSTs, subsequent FOSTs will be prepared as other CERCLA sites are cleaned up. The schedule for the path to closure for all of the sites at NAVSTA TI is in the Site Management Plan (SMP).

Field Activities and Access Update and Site 24 Phase II Draft Treatability Study Report and Phase III Work Plan

Mr. Sullivan said the field activities update will also include the Site 24 update, listed separately on the agenda. He introduced Brian Holmgren (Shaw) to present the updates. Mr. Holmgren began the general field activities update with a presentation on the work conducted at Site 12 (Attachment C). He noted this update is separate from the Site 12 Remedial Investigation (RI) report, scheduled later in the meeting. He reviewed the upcoming documents for Site 12, which include a Final Status Survey Plan, a Building 1321 Hot Spot Removal Instruction, and a Demolition Work Instruction for Buildings 1123, 1319, and 1321. Buildings 1123, 1319, and 1321 are vacant and are located along Westside Drive.

Mr. Holmgren then reviewed the map of Bigelow Court (slide 3) and said field activities are expected to start there this summer. This slide shows the excavation areas; planned excavation depths are to 4 feet, shown in brown, or to 2 feet, shown in yellow. He noted all of the buildings on this court are vacant. Buildings 1101 and 1103 will be demolished so soil excavation can proceed. Mr. Sullivan said Bigelow Court was included in the 2006 Engineering Evaluation/Cost Analysis (EE/CA) and Action Memorandum. There were four solid waste disposal areas (SWDAs): the three that are part of the Non-Time Critical Removal Action (NTCRA) along Perimeter Road, and the fourth one at Bigelow Court. Initially the Navy thought it may do some field work at Halyburton Court, adjacent to Bigelow Court. The Navy planned that work at the same time to minimize disruption to nearby residents. However, the Navy is still not prepared for field work in Halyburton Court, but does not want to delay the work at Bigelow Court any longer.

Ms. Smith asked if the area had been used as a dump, and if the contaminants of concern are polycyclic aromatic hydrocarbons (PAH). Mr. Sullivan said there was some debris-related contamination at Bigelow Court, and the contaminants include lead, PAHs and polychlorinated biphenyls (PCB). Ms. Smith said she recollected the Navy had done thorough cleaning, then went back and collected swipe samples which confirmed there were no further contaminants. She asked if these actions were taken at Bigelow Court or elsewhere. Mr. Sullivan said that in 2000 a PCB removal was conducted at Halyburton Court, and the work extended partially into Bigelow Court. The Navy was specifically looking for PCBs because historical photos showed the area as a storage yard for equipment that leaked fluid containing PCBs. Part of Bigelow Court was excavated to address PCBs, but no debris was found. However, some debris was found just outside of the PCB removal project area. The debris could include PCBs, but the primary contaminant of concern is lead. Ms. Smith asked if there were other contaminants such as dioxins and furans. Mr. Holmgren said lead, PCBs, and PAHs are the contaminants at Bigelow Court.

Mr. Sullivan said the RAB will receive the draft work plan for Bigelow Court for review when it is issued. Mr. Holmgren said the work plan is currently an internal draft being reviewed by the Navy. Once Navy comments are incorporated, it will go to the BCT and the RAB for review.

Mr. Holmgren then reviewed the current public access on Perimeter Road. Ms. Smith asked if there had been any complaints from the public about the access on Perimeter Road. Mr. Sullivan stated that most of the perimeter path, including the boat ramp, is accessible to the public, so there have not been any complaints about the current configuration.

Mr. Holmgren moved on to the next part of the field activities presentation (Attachment D). Mr. Holmgren said since the last RAB meeting Shaw had done groundwater monitoring at Sites 21, 24, and 32. The work plan for the sampling was finalized on March 1, and field work was conducted between March 9 and April 5. Thirty-five wells were sampled at Site 21; 52 wells were sampled at Site 24, and two wells were sampled at Site 32. The analytical results have not yet been received, but are expected around April 29. Mr. Holmgren noted the groundwater will be sampled quarterly, and the second quarter of groundwater sampling will begin in June. Ms. Smith asked why samples were not collected close to the bay at Site 32. Mr. Holmgren stated the samples are fairly close to the bay.

Mr. Sullivan said Site 32 is the former location of the U.S.S. Pandemonium, the training ship. The primary contaminant of concern was PCBs from possible electrical transformer leaks or from PCB-contaminated oil being used for dust control. As a result, under the Toxic Substances Control Act of 1976 (TSCA) the Navy abated PCBs. However, a petroleum release was identified during the PCB abatement. The Navy worked with the Water Board to identify the appropriate location for two wells. Ms. Smith asked Ross Steenson (Water Board) if the Water Board is concerned about the northern area of Site 32, where the Navy had not installed groundwater monitoring wells. Mr. Steenson said the site has already been extensively investigated. Ms. Smith asked if this area is where the site was investigated below the water table and the riprap had to be reinforced. Mr. Holmgren confirmed that this is that site. Mr. Steenson said the work is post-excavation verification monitoring, so there are only two wells because the focus is on a specific area. Mr. Holmgren reviewed photographs of the groundwater monitoring event. He noted that a bladder pump could not be used for wells that are 1 inch in diameter or smaller. Instead, a peristaltic pump was used. Photographs of both types of pump are presented on slide 4.

Mr. Holmgren moved on to the update on the Site 21 Treatability Study, which is part of Attachment D. The final report for the Treatability Study was finalized on March 1. It concluded that the removal action was effective in reducing the

chlorinated solvents in groundwater. There is still a small area of groundwater where the chlorinated solvents exceed cleanup goals, but there is evidence that biodegradation is continuing. Ms. Smith asked if Site 21 is the site that TIDA wants further investigation of before it is included in the FOST. Mr. Sullivan said that issue is related to soil gas sampling at another site and is discussed later in the presentation.

Mr. Holmgren said the Phase 2 Treatability Report for Site 24 was just issued to the Navy as an internal draft on April 19 and the Navy will be providing Shaw comments on the document in May. As noted, the study was "phase 2," and there is a phase 3. Phase 3 will address residual contamination along the Site 24 boundary. The Navy has already reviewed the internal draft work plan and Shaw is incorporating those comments.

Mr. Holmgren then presented a brief history of Site 24, not included in the handout. Site 24 highlights include:

- The main contaminant is chlorinated ethenes in the form of tetrachloroethylene (referred to as PCE), which is a dry cleaning solvent.
- A pilot study was done from 2003 to 2004 using anaerobic in situ bioremediation at Building 99, which is the source area.
- The pilot study was also designed to provide a sound technical basis for expanding the bioremediation to the extended plume (the plume reaches from 5th Street over to 8th Street, and from Avenue H to Avenue N).
- The pilot study was a success, so an expanded treatability study was done in phases: phase 1 was from November 2004 to May 2007; phase 2 was from June 2008 to October 2010.
- The expanded treatability study included the following:
 - Phase 1: anaerobic process using lactic acid, hydrogen, and augmenting bacteria using various injection wells, extraction wells, and monitoring wells.
 - Phase 2: based on some rebound during phase 1, the study was then focused along the southern portion of Site 24. This phase used a sodium lactate solution amended with supplements and emulsified vegetable oil, with additional wells installed.
 - Phase 3: the work plan is currently being prepared. After phase 2, concentrations were above remedial goals in four areas along the

southern portion of Site 24. Phase 3 will address these elevated concentrations.

Mr. Sullivan said this area is of interest to TIDA because it will begin redevelopment in the area that abuts Site 24. Therefore, the Navy is trying to focus on that area and make sure the contamination is addressed as soon as possible. Mr. Holmgren said the work for phase 3 will take place later in summer 2011. The work plan for phase 3 will be distributed to the BCT and the RAB for review. Mr. Sullivan summarized the Site 24 update by explaining Shaw completed phase 1 and wrote a report, completed phase 2 and is currently writing the report, and is planning phase 3.

Mr. Holmgren moved on to an update on soil gas sampling at Site 25. He noted Ms. Smith was referring to this site earlier, where the Navy is trying to complete the sampling before the site is included in the FOST. He also said additional soil gas sampling is proposed for Sites 21 and 24. At Site 21, twenty six additional sample locations are proposed with a possible 11 step-out locations; at Site 24 eight additional sample locations are proposed. The contract for the work is being finalized.

Mr. Holmgren moved on to an update of Site 31, which is the area where a potential radiological anomaly was found in the sidewall of an excavation. Shaw is addressing comments from the California Department of Public Health on the work instruction. Investigation of the anomaly will begin on April 26. The work plan for continuing the investigation is on hold pending results from the anomaly investigation. The remedial work is expected to resume later in summer 2011. Mr. Sullivan said the work plan for the rest of the investigation is one work plan for both Site 31 and 33.

Mr. Holmgren moved on to the update of Site 33. An ESD to the Site 31 ROD was issued as draft in order to add Site 31 to that ROD. The responses to comments on the ESD were issued on April 1. Mr. Holmgren noted that when the Navy and its contractors did the original investigation at Sites 30 and 31, they encountered debris and noted the location of the debris. That is when the area was further investigated and Site 33 was established. At this point, Site 33 is a new site and no remedial action has been conducted at this site yet. There were no further questions about the field activities update.

Site 12 Draft Remedial Investigation Report Preview

Mr. Sullivan introduced the next topic, the Draft Remedial Investigation (RI) for Site 12. He noted the document had not yet been issued, but it will be issued before the next RAB meeting in June, so the update is being given now. Dave Clark (Navy) began the presentation (Attachment E). He noted there are only two sites at NAVSTA TI where RIs still need to be completed: Site 6 and Site 12.

Mr. Clark noted that at a previous RAB meeting the RAB received a presentation about the Human Health Risk Assessment (HHRA) at Site 12. This presentation will focus on all of the steps in the RI, and then talk in more detail about the HHRA and touch on the Screening Level Ecological Risk Assessment (SLERA), both of which are parts of the RI.

Mr. Clark reviewed an aerial view of Site 12. He noted, as Mr. Holmgren discussed during his presentation, excavations are under way at the SWDAs within Site 12. Those SWDAs, along with Site 20 that is a small petroleum site carved out of Site 12, are not part of the RI. Mr. Clark said the Navy is doing an RI because Site 12 is a CERCLA site, and therefore the Navy must go through the CERCLA process to investigate and remediate the site. Investigations at Site 12 began in 1988 with the Preliminary Assessment and Site Inspection report. Other investigations over the years have included the onshore RI in 1997 and the Draft Site 12 Operable Unit RI in 1999. Mr. Clark said that a lot of data have been collected over the years, which is a main point in this presentation: generally speaking, the volume of data collected and included in the RI should be enough data to adequately characterize Site 12.

Mr. Clark reviewed the history of Site 12, noting from the early 1940s through 1968 there were ammunition bunkers at the site. Historically there was some dumping near the bunkers, as well as a burn area. The Navy removed the bunkers in the late 1960s to make room for housing. The site was graded to prepare for the housing and discarded material was spread around during grading. Mr. Clark reiterated that the Site 12 RI covers the soil areas that are outside of the SWDAs and the groundwater across all of Site 12.

Mr. Clark said the residential buildings were constructed in four phases, from 1967 to 1989. The Navy leased portions of the housing area to TIDA beginning in March 1999. The first residents moved in to the Site 12 housing area in June 1999. Mr. Clark reviewed several historical maps and conceptual site models, showing Site 12 from over the years. He noted the history of the site actually begins in 1939, when it was used as a parking lot for the Golden Gate International Exposition. The photographs show the progression of bunkers, the SWDAs, and then the housing construction over time. Based on the photos and the historical data collected, the Navy has a good idea of where the debris disposal areas are likely to be within Site 12.

Mr. Clark noted that there are areas where groundwater is a concern. In addition to soil, the Navy is also investigating groundwater and soil vapor. Mr. Clark pointed out the area (near Building 1313) that historically had a tank and related total petroleum hydrocarbon (TPH) contamination. The TPH present in that area mobilized the arsenic into the groundwater. The Navy initiated an arsenic

treatability study and found that the TPH is comingled with the arsenic. A simple in-situ treatment system may therefore not be practical at this time. Thus, this petroleum area is being wrapped into the RI to evaluate and address the risks.

Because of the size of Site 12, it is difficult to address from a CERCLA perspective. In consultation with the BCT, the Navy decided to break the site into several areas, called exposure units (EU). Then, based on particular contaminants of concern, each EU may be further broken down into different areas of interest. Mr. Clark said there are also five areas where groundwater is a concern. He noted the SWDAs are undergoing an NTCRA and are not included in this RI. The overall goal of the NTCRA is to be able to determine that the SWDAs are clean and no further action is needed. At that time, the SWDAs will be integrated back in with the rest of Site 12, but it is not yet determined when they will be integrated.

Ms. Smith asked what is meant by the areas being "clean." Mr. Clark said the term means unrestricted future use, so that soil would be suitable for residential standards. Ms. Smith asked which standards were being used, California EPA, or U.S. EPA. Mr. Clark said that although risks are calculated using both California EPA and U.S. EPA standards, the California EPA DTSC is the lead agency, so the Navy generally uses the Cal EPA cleanup levels.

Mr. Clark said that because the site is so large and because of the way it was developed, it made sense to divide it into north and south. Looking at the data in detail, the northern area is more contaminated than the southern area because the northern area is where the bunkers were and where items were burned. Mr. Clark added that dividing the area into two sections, north and south, may also help the Navy fine-tune the remedial action when the project reaches that point.

Mr. Clark reviewed the list of numerous previous investigations at Site 12. He noted these investigations are for all of Site 12. In total, 4,039 samples associated with Site 12 (excluding the SWDAs) were collected between 1990 and 2010: 3,607 soil; 322 groundwater; and 110 soil gas. Data were compared with screening levels in the RI report, including risk-based concentrations, ambient levels, and petroleum criteria. Soil data exceeded screening levels for petroleum, PAHs, pesticides, metals, PCBs, and dioxin-like PCBs. Groundwater data exceeded screening levels for TPH and metals, such as arsenic. Soil gas data exceeded screening levels for benzene and chloroform, which are volatile organic compounds.

Mr. Clark said the presentation will now move into some of the details of the risk assessments and introduced his co-presenter, Shirley Fu (Tetra Tech). Ms. Fu

explained the HHRA is a large portion of the RI. The purpose of her portion of the presentation is to present a "road map" of the HHRA to make the RAB's review of the RI easier.

Ms. Fu said risk assessment is a consistent process for evaluating and documenting threats to public health. She noted it is consistent because the same procedures are used to evaluate risk at NAVSTA TI as at other sites across California. The consistent process is based on guidelines that U.S. EPA provides. Ms. Smith said that at many sites in the Bay Area, risk levels are modified based on site-specific contamination levels. A site contaminated with arsenic, for example, may not be considered a threat to human health because of site-specific background levels. Ms. Smith asked if NAVSTA TI is using site-specific guidelines rather than statewide guidelines. Ms. Fu said that has not yet been determined. She added that the decision is not just up to the Navy; it depends on the specific results of the risk assessment. Mr. Clark said there are background levels for arsenic. Ms. Smith asked if there are also background levels for lead and radiation that are site-specific. Mr. Clark confirmed there are. Ms. Fu said later in the presentation she will talk more about ambient and background levels and how those are used in the HHRA.

Ms. Fu said there are four major steps in the HHRA: (1) data collection and evaluation, (2) exposure assessment, (3) toxicity assessment, and (4) risk characterization. Step 1 can be called "What is Out There?" Ms. Fu referred to the numerous samples Mr. Clark mentioned earlier in the presentation; that information is used to answer the question of "what is out there." Ambient data are also collected and used in the evaluation. These data allow the team to understand what is naturally occurring and at what levels. Then, while the HHRA is prepared, the health risk associated with residual contamination from previous Navy activities can be separated from the levels of health risk associated with naturally occurring concentrations that are not related to previous Navy uses of Site 12.

Step 2 can be called "Who, How, and How Much?" The "who" are the people who may be exposed and they are called receptors. The receptors are selected by looking at current use and possible future use of the site. For Site 12, receptors include current residents, as well as potential future users including residents, commercial and industrial workers, recreational users, and construction workers. After it is determined who might be exposed, the team needs to determine "how" they might be exposed. The ways people may be exposed are called potentially complete exposure pathways. Exposure is primarily by soil exposures at Site 12 and could include getting soil on your skin or in your mouth. It could also include inhaling particulates in the air if they are windblown. For volatile chemicals, though people may not touch them in soil at

the ground surface, they could migrate upwards and enter the indoor air of buildings.

The final part of Step 2 is to answer "how much" exposure could occur, determined by estimating the chemical intake. Ms. Fu explained that exposure assumptions include frequency, duration, route, and how much absorption of the chemical may occur. Assumptions used to estimate exposure are based on years of scientific studies verified and validated by U.S. EPA and California EPA. Assumptions are selected based on what is a reasonable maximum estimate of exposure. For example, the risk assessor assumes a resident may be exposed to site chemicals for 24 hours per day, for 50 out of 52 weeks of the year, continuously for 30 years. The assumptions for an industrial exposure scenario are for someone that is working 8 hours per day, for 50 out of 52 weeks of the year, continuously for 25 years.

Step 3 is the toxicity assessment. Ms. Fu said she refers to this step as "Of Mice or Men." The toxicity assessment is a relationship between chemical intake and biological response. Basically, how much exposure can occur before there is a health effect. There are two categories of health effects: cancer and noncancer. Some chemicals are associated with only one effect and some are associated with both. Studies are usually conducted on animals – typically mice – to understand the toxicity of chemicals on humans. There is uncertainty when extrapolating health effects from mice to health effects in humans. Therefore, guidance incorporates uncertainty factors to make sure potential human health risk is not underestimated.

Step 4 of the HHRA is risk characterization or "Is the Risk Acceptable?" In this step, the three previous steps are pulled together to estimate health risks. Estimates for cancer are expressed as probabilities, such as one in a million or one in a hundred million. Noncancer effects are expressed as a ratio compared with one. For cancer, EPA has determined that a cancer risk level of one in a million or less is acceptable, but at one in ten thousand remedial action may be required. The area in between one in ten thousand (1:10,000) and one in a million (1:1,000,000) is considered the risk management range. Several things are considered as part of the risk management process for cancer risks that fall within that range: the specific chemicals causing the risk, naturally occurring background levels, cost effectiveness (how much remedial action might reduce or not reduce the risk), and regulatory agency and community input. Ms. Fu added that it is not a strict black and white decision based on the risk result, and that is where ambient levels come in. Ms. Fu explained, using arsenic as an example, that if high levels are associated with naturally occurring levels, then the Navy will not clean up contamination that is naturally occurring because there is no way to successfully clean it up.

Ms. Fu said the RI presents cancer risk estimates and noncancer hazard estimates for each of the 25 exposure areas at Site 12. Cancer risks and noncancer hazards are estimated separately for each receptor. They are also calculated and presented separately for each exposure pathway. Then, the results are summed together to provide a cumulative cancer risk and a cumulative noncancer hazard. Three types of risk are presented in the Site 12 RI report: total, site, and incremental. Total risk includes all chemicals detected at Site 12, regardless of background concentration. Site risk excludes chemicals that were detected consistent with background levels. Incremental risk is similar, but risks associated with naturally occurring background concentrations are subtracted out of the cumulative risk result. Ms. Fu noted two sets of risk estimates are presented: one is based on U.S. EPA toxicity criteria and one is based on California EPA toxicity criteria. There are differences in the two sets of criteria, and running two sets of risk estimates makes sure everything is covered. Ms. Fu added that, for Site 12, generally the risks are not significantly different whether State of California or federal EPA levels are used.

Ms. Smith expressed concern about lead levels and asked which levels are being used at Site 12. Ms. Fu said the HHRA in the Site 12 RI includes an evaluation based on state and federal toxicity criteria. Ms. Smith asked what level for lead is being used from the state and whether it is the updated level. Ms. Fu said the 80 milligrams per kilogram residential level for lead is used that the state released in the last year and a half.

Ms. Fu moved on to talk about the SLERA. The SLERA involves comparing data from soil samples to ecological threshold values to determine if there is a potential issue for ecological receptors. Receptors included plants, invertebrates, and vertebrates. The SLERA found there were unacceptable risks to those ecological receptors. However, a habitat study was done for Site 12. The purpose of the habitat study is to determine if it is a viable habitat for ecological receptors to be present on an ongoing basis. The study concluded the ecological habitat at Site 12 is very poor and does not provide sustained continued habitat for ecological receptors. Based on that habitat finding, no further action was recommended to deal with ecological risks at Site 12.

Ms. Fu said there is an additional evaluation related to groundwater in the area of Buildings 1311 and 1313. There may be a possibility for impacts to ecological receptors in the bay because of elevated arsenic concentrations in groundwater and the proximity of the site to the bay. That evaluation is ongoing and the Navy is continuing to monitor arsenic levels to ensure there are no adverse ecological impacts. Mr. Clark added there are wells along the seawall that are included in the Site 12 groundwater monitoring program.

Ms. Smith stated it is her understanding that Jim Polisini, PhD, with DTSC does not agree that the ecological habitat quality is poor. She is aware that he has commented that the habitat appears to be incrementally improved because he has seen wading birds and diving ducks. Mr. Sullivan said the Navy is looking at Site 12 as a residential area. Ms. Smith asked if ultimately Site 12 is supposed to be unoccupied. Mr. Sullivan said according to TIDA's plans, portions will be residential.

Mr. Clark moved on to the summary of the conclusions being prepared in the draft RI. The report provides a recommendation for each exposure area. The potential recommendations could include no further action or further action. If further action is recommended, action could include a soil management plan for construction workers; further investigation such as sampling and risk evaluation for specific chemicals or continued groundwater monitoring; or further evaluation in a Feasibility Study for a possible remedial action. Mr. Clark said there will be several conclusions as the Navy and Tetra Tech move through the process and discuss the findings with the BCT. He said the team will be working together over the next couple of months to prepare the draft RI report and distribute it to the BCT and the RAB by summer. Ms. Smith asked how long it might take to get to a ROD for Site 12. Mr. Clark said at least 5 more years will be needed. Mr. Sullivan said that information is described in the SMP document. He noted that the schedules may change, but the SMP is updated annually.

Mr. Clark said the SWDAs make the schedule more tentative because ultimately the Navy would like to wrap those areas into one full site and have just one Proposed Plan for Site 12. If cleanup of the SWDAs extends farther than anticipated, it could delay the Proposed Plan.

Mr. Clark added the Navy has an extensive amount of data for Site 12. Now the key step is to talk with the regulatory agencies about how the risk was calculated and see if they can all agree on the methodology and conclusions. Mr. Clark said one of the complicating factors is that there are ambient metals and the team will need to figure out how to address those.

Ms. Smith asked if TIDA will start playing a role at this site soon. Mr. Sullivan said TIDA has an environmental consultant who is part of the larger project team. TIDA participates in meetings, reviews documents, and offers their comments. Ms. Smith asked about TIDA's plans for the site, saying she understood a certain portion would be wetlands and marsh, and another portion would be some sort of natural sewage treatment entity. Mr. Sullivan said TIDA's plans have evolved over the years. He added an updated plan is being presented

with the TIDA Board and the San Francisco Planning Commission the week of this meeting. The most recent plan is on TIDA's website.

There were no further questions. Because of the length of the meeting, Mr. Sullivan requested a five minute meeting break for the meeting recorder.

Upcoming Documents and Field Schedule

Because the meeting was running late and the rest of the items are administrative, Mr. Sullivan suggested attendees take the handouts for the Document Tracking Sheet (Attachment F) and the Field Schedule Sheet (Attachment G) and contact him if they have any questions.

RAB Meeting Minutes

Mr. Sullivan said Ms. Valmassy will e-mail the RAB members and ask for their comments on the draft February 2011 meeting minutes.

Other Public Comments and Announcements

Ms. Smith stated she has a comment on the Draft Field Activity Report for Site 32. She asked why the soil being removed is going to a landfill instead of being used as clean fill if the soil is classified as nonhazardous. She said she would send an e-mail with her comment to the Navy.

Mr. Sullivan noted the schedule for the next meeting and the next RAB conference call are on the back of the agenda (Attachment A). The meeting was adjourned at 9:11 pm.

April 2011 RAB Meeting Handouts

- Attachment A: NAVSTA TI RAB Meeting No. 153 Agenda, 19 April 2011
- Attachment B: Property Transfer & FOST Update
- Attachment C: Field Efforts, Site 12 Solid Waste Disposal Areas
- Attachment D: Field Activities Sites 21, 24, 32
- Attachment E: Draft Remedial Investigation Report Preview
- Attachment F: Document Tracking Sheet, 19 April 2011
- Attachment G: Field Schedule, 19 April 2011



BRAC Program Management Office



Naval Station Treasure Island Property Transfer & FOST Update

Restoration Advisory Board
April 21, 2011



Property Transfer & FOST Update



- Property transfer (conveyance) of FOSTed property to the Treasure Island Development Authority (TIDA) has not yet occurred, but is expected to occur in phases beginning in early 2012.
- Portions of former Naval Station property have been previously transferred to the U.S. Department of Labor for the Job Corps Center on TI, to the U.S. Coast Guard on YBI, and by the Federal Highway Administration (FHWA) to Caltrans. The remaining Navy property will be transferred to TIDA.
- The Navy currently leases large portions of the remaining Navy property on TI and YBI to TIDA, and TIDA subleases property for housing, recreation, businesses, special events and other uses.



Property Transfer & FOST Update



- Major actions required for initial property conveyance from Navy to TIDA:
 - Navy completion of FOST 3 (aka 2010 FOST) in April 2011
 - Navy completion of Addendum to 2006 FOSTs (FOST 1&2) in 2011
 - TIDA completion of CEQA
 - Finalization of Conveyance Agreement (EDC, maps, deed, etc.)
 - Approval of final documents by Navy Headquarters and the San Francisco Board of Supervisors
 - Navy environmental milestones
 - Complete Building 233 Radiological Final Status Survey Report
 - Complete CERCLA Site 21 Final Record of Decision (ROD)
 - Conduct Remedial Action at Site 33 and complete Remedial Action Completion Report (RACR)

3



Property Transfer & FOST Update



- Initial Property Conveyance in 2012 will consist of:
 - 2006 Treasure Island and Yerba Buena Island FOSTs (1&2)
 - FOST 3
 - Draft FOST issued September 28, 2010
 - Final FOST planned April 2011
 - Addendum to 2006 FOSTs
- No Early Transfers planned at this time.
- Future additional FOSTs and property conveyances as environmental actions are completed and property becomes FOST-able. The overall schedule is in the Site Management Plan (SMP).

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Naval Station Treasure Island Site 12

April 19, 2011 RAB Meeting



Site 12 Documents



Final Status Survey Plan:

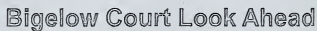
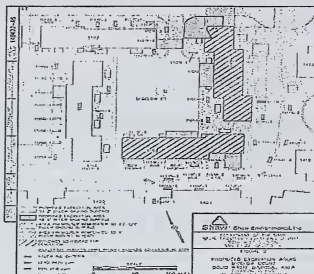
- Shaw is currently making changes to the Internal Draft Plan to include Class 2 and 3 surveys of Site 12. Also, Shaw collected background data in March; analytical results are expected by the end of April.

Building 1321 Hot Spot Removal Work Instruction:

- The Navy is addressing State comments on the Work Instruction.

Buildings 1123, 1319, & 1321 Demolition Work Instruction:

- The Work Instruction is currently in Navy review.



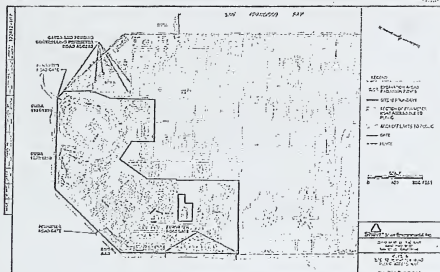
Work Plan:

- The Internal Draft Work Plan is currently in Navy review.

Field Mobilization:

- Field activities are expected to start late this summer.

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Naval Station Treasure Island Field Activities

April 19, 2011 RAB Meeting



Groundwater Monitoring at Sites 21, 24, and 32



- The Groundwater Monitoring Work Plan was finalized on March 1st.
- First quarter groundwater monitoring activities were conducted between March 9th and April 5th.
- Thirty five (35) wells were sampled at Site 21. Fifty two (52) wells were sampled at Site 24. Two (2) wells were sampled at Site 32. Results are scheduled to be reported by April 29th.
- Second quarter groundwater monitoring activities will begin in June.



Groundwater Monitoring

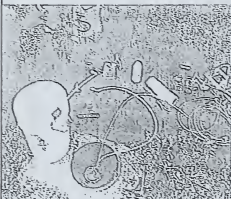


Removal and cleaning of existing bladder pumps

3

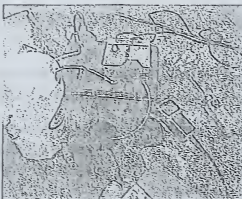


Groundwater Monitoring



Bladder Pump Configuration

*Used for wells larger than 1-inch



Peristaltic Pump Configuration

* Used for 1-inch or smaller wells

4



Site 21 Treatability Study



Final Treatability Report:

- The Site 21 Final Treatability Report was finalized on March 1st.
- Removal Action effective in reducing groundwater contamination (chlorinated solvents)
- Small area of groundwater still exceeding cleanup goals
- Evidence of continuing biodegradation continue



Site 24 Treatability Study



Phase 2 Treatability Report

- The Internal Draft Treatability Report was completed by Shaw and submitted to the Navy for review on April 19th. Navy comments are scheduled to be completed in May.

Phase 3 Work Plan

- Navy submitted comments to the Internal Draft Plan on April 8th and Shaw is currently incorporating comments. Shaw is scheduled to complete addressing the comments by the end of April.
- Phase 3 work will address residual contamination along site boundary



Soil Gas Sampling



Site 25

- Soil gas sampling has been completed at Site 25. The Navy is working with the agencies on evaluation of vapor intrusion risk.

Sites 21 & 24

- Additional soil gas sampling is proposed for Sites 21 and 24: twenty six (26) locations at Site 21 and eight (8) locations at Site 24. Contract between Shaw and the Navy to perform the work is being finalized.



Site 31 Steps Forward



- Shaw is addressing comments received from the State on April 1st regarding the Work Instruction for radiological investigation of the elevated anomaly at Site 31. Investigation of the elevated anomaly at Site 31 will be conducted week of April 18, 2011
- The Preliminary Draft Work Plan for continued excavation is on hold pending results of the anomaly investigation.
- Remedial action at Site 31 is scheduled for this summer.



Site 33 Steps Forward

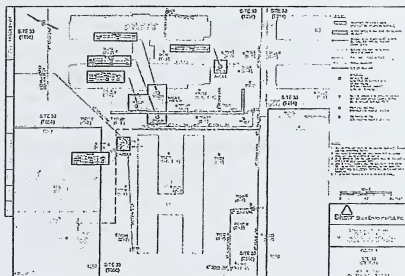


- The Site 33 RTCs were issued April 1st for the Explanation of Significant Differences (ESD) to Site 31 ROD.
- The Preliminary Draft Work Plan for continued excavation is on hold pending results of the anomaly investigation at Site 31.
- Remedial action at Site 33 is scheduled to begin this summer.

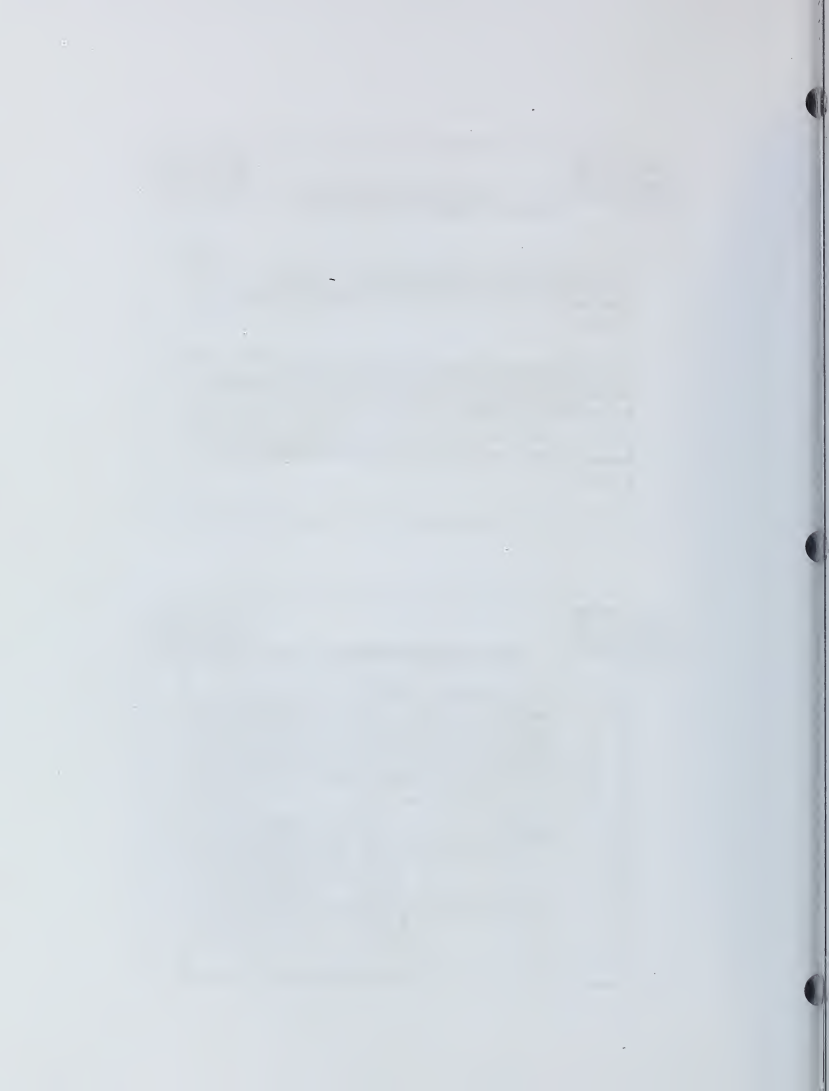
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Site 33 Site Plan



10





Naval Station Treasure Island



Site 12

Draft Remedial Investigation Report Preview

Dave Clark, Lead Navy Remedial Project Manager

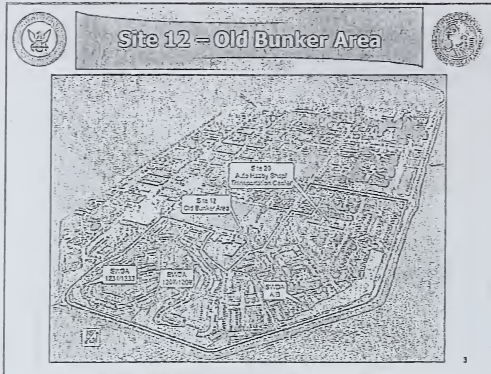
April 19, 2011
Restoration Advisory Board Meeting



Overview



- Purpose of Remedial Investigation (RI)
- Site History and Conceptual Site Model
- Site Description
- Previous Investigations
- Nature and Extent of Contamination
- Human Health Risk Assessment (HHRA)
- Screening-level Ecological Risk Assessment (SLERA)
- Conclusions
- Schedule



Purpose of RI

- ✓ Summarizes the data previously collected to characterize site conditions
- ✓ Evaluates and delineates the nature and extent of contamination in soil and groundwater
- ✓ Assesses the potential risk to human health and the environment
- ✓ Provides recommendations for next step (Feasibility Study)



Site History

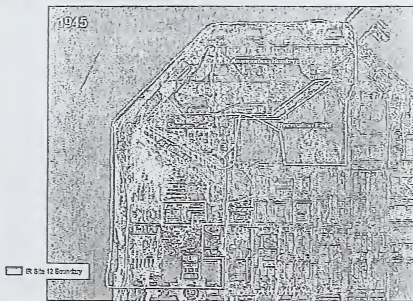


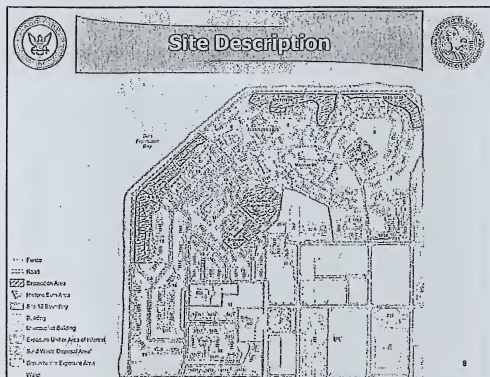
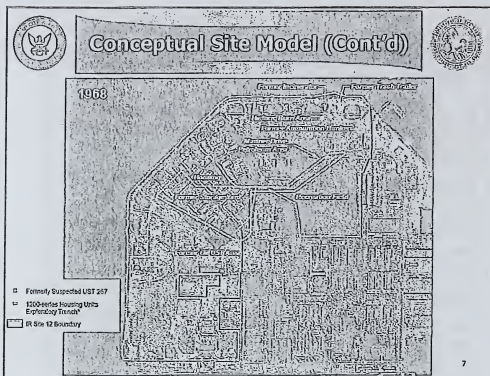
- Early 1940s to 1968, 21 ammunition bunkers were located in the Site 12 area and surrounded by general solid waste disposal areas (SWDA)
- Bunkers were removed and the area was prepped for construction of Navy residential housing
- SWDA materials were mixed and spread around with fill and surface soil within and outside the known SWDAs
- Multi-unit residential buildings were constructed in four phases from 1967 to 1989
- Navy leased portions of the housing area within IR Site 12 to TIDA in March 1999; first residential tenants moved in June 1999

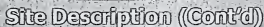
5



Conceptual Site Model

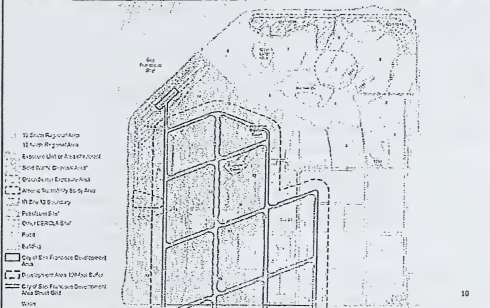






- 19 soil exposure units (EU)
- 6 soil areas of interest (AOI)
 - Separate from EUs because of elevated levels of specific chemicals in soil such as petroleum-related chemicals, PAHs, PCBs, and lead
- 5 groundwater areas
- 4 known SWDAs
 - SWDAs are excluded from RI because they are undergoing a non-time critical removal action (NTRCA)

- Site 12 North
- Site 12 South (red boundaries represent the City's designated "developable area")





Previous Investigations



Year	Investigation
1988	PA/SI
1992	Preliminary Risk Assessment
1992-Present	General Groundwater Monitoring
1997	Draft Final Onshore RI
1999	Draft Site 12 Operable Unit RI
1999-2002, 2006	PCB Investigations at Halyburton and Bigelow Courts
2001	Tidal Mixing Zone Study
2001	Ambient Metals Study
2001	Offshore Sediments RI
2000-2002	Initial Soil Gas Investigation within SWDA A&B
2000-2003	Exploratory Trenching, Soil Sampling
2005	Investigation of Arsenic in Groundwater

11



Previous Investigations (Cont'd)



Year	Investigation
2006	Historical Radiological Assessment
2007	SLERA (Sites 6, 12, 21, 24, 30, 31, 32, and 33)
2009	Targeted Investigation for VOCs in Soil Gas
2010	Human Health Risk Evaluation in Soil and Residential Backyard Evaluation
Ongoing	NTCRA (SWDAs 1231/1233, 1207/1209, and A&B) – Four other removal actions have previously occurred: <ul style="list-style-type: none">o 1999 – Buildings 1207/1209o 1999 – Building 1133o 2000 – Halyburton and Bigelow Courtso 2001 – Buildings 1252, 1254, 1246, 1248, and 1413

12



Nature and Extent of Contamination



- A total of 4,039 samples associated with Site 12 were collected between September 1990 and June 2010
 - 3,607 soil samples
 - 322 water samples
 - 110 soil gas samples
- Data were compared with screening values in the RI report
 - Soil:
 - Risk-based concentrations (RBC) for residential exposure
 - Metals also compared against ambient levels
 - Petroleum compounds compared with TI criteria
 - Groundwater:
 - Criteria protective of aquatic organisms
 - Total petroleum compared with TI criteria
 - Soil gas:
 - RBCs for residential exposure

13



Nature and Extent of Contamination



- Exceedances of screening criteria for determining nature and extent of contamination:
 - Soil
 - Total petroleum hydrocarbons (TPH)
 - Polycyclic aromatic hydrocarbons (PAH)
 - Pesticides
 - Polychlorinated biphenyls (PCB)
 - Metals
 - Dioxin toxicity equivalent quotient (TEQ)
 - Groundwater
 - Total TPH
 - Metals
 - Soil Gas
 - Volatile organic compounds (VOCs) - benzene and chloroform

14



Human Health Risk Assessment



What is a Risk Assessment?

- Consistent process for evaluating and documenting public health threats
- Identifies the environmental media and chemicals that pose the primary health concerns, and those that pose little or no threat to human health
- Tool to help determine if remedial action is needed
- Provides a basis for evaluating remedial action decisions

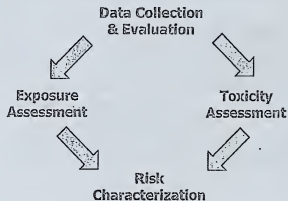
15



Human Health Risk Assessment (Cont'd)



Four Steps of Risk Assessment



16



Human Health Risk Assessment ((Cont'd))



Data Collection & Evaluation: What Is Out There?

- Soil, groundwater, and soil gas samples
- Surface and deep soil samples collected
- Volatile chemicals, semi-volatile chemicals, polycyclic aromatic hydrocarbons, pesticides, polychlorinated biphenyls, dioxins and furans, and metals detected
- TI ambient data for soil and groundwater

17



Human Health Risk Assessment ((Cont'd))



Exposure Assessment: Who, How, and How Much?

- Identify Potential Receptors (Who)
 - Current: Residents
 - Future: Residents, Commercial and Industrial Workers, Construction Workers, Recreational Users
- Identify Complete Exposure Pathways (How)

Source → Release → Transport → Location for
Human Contact → Exposure Route at Contact
Location

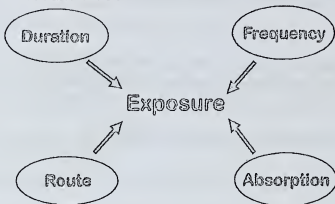
18



Human Health Risk Assessment ((Cont'd))



- Estimate Chemical Intake (How Much)
 - Science-based exposure assumptions approved by EPA and DTSC



19



Human Health Risk Assessment ((Cont'd))



Toxicity Assessment: Of Mice or Men?

- Relationship between chemical intake and biological response
- Animal toxicology studies
- Extrapolate to potential human response
- Threshold response (noncancer effects)
- Non-threshold response (cancer effects)
- Uncertainty and safety factors
- Chemical-specific toxicity values: EPA and Cal/EPA

20

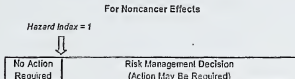
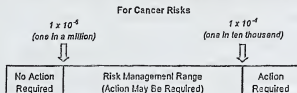


Human Health Risk Assessment ((Cont'd))



Risk Characterization: Is the Risk Acceptable?

Chemical Intake, Cancer Toxicity Values → Cancer Risk
Chemical Intake, Noncancer Toxicity Values → Noncancer Hazard



21



Human Health Risk Assessment ((Cont'd))



Site 12 Risk Characterization

- Separate cancer risk and noncancer hazard estimates for each EU and AOI
- Separate risk and hazard estimates for each receptor
- Risks and hazards calculated per pathway and summed for all pathways (cumulative)
- Total, site, and incremental risks and hazards
- Cancer risks: EPA and Cal/EPA
- Ambient risk and hazards for soil and groundwater

22



Screening-Level Ecological Risk Assessment



- Navy completed a SLERA and habitat surveys for terrestrial receptors exposed to soil in 2007
- Site visit indicated poor quality habitat at TI
- Analytical data for soil samples collected from 0 to 4 feet bgs were used to identify preliminary COPECs
- Maximum concentrations of COPECs pose potentially unacceptable risks to plant, invertebrate, and vertebrate receptors based on the conservative assumptions of the SLERA; however, habitat quality is poor and NFA was recommended
- Groundwater a concern near Building 1311/1313; monitoring will continue

23



Conclusions



RI report provides a recommendation for each exposure area, which may include:

- No further action
- Further action
 - Soil management plan for construction workers to address risk
 - Further investigation could include:
 - Sampling and risk evaluation for specific chemicals
 - Continued groundwater monitoring
 - Further evaluation in a Feasibility Study for possible remedial action

24

Naval Station Treasure Island
Environmental Cleanup Program
Document Tracking Sheet
April 2011 - September 2011

Item	Document Title & Information	CFO/DO	INTERNAL DRAFT		DRAFT				RTC		INTERNAL FINAL		FINAL	Comments	
			Internal Draft Due to Navy	Navy Comments Due	Draft to Agencies	Agency Comments			Preliminary RTCs to Agencies	Resolve and Concur on RTCs	Internal Final to Navy	Navy Comments Due			
						Date Due	WATER BOARD								
							DTSC	EPA							TDA
Show Group															
1	Site 32 Post Construction Summary Report for PCBs in Soil RPM: Danielle Janda PMC: Pete Bourgeois	F2N1	05/11/10, 10/31/10	✓	02/21/11	✓	04/20/11	✓	✓	05/18/11	06/01/11	06/17/11	06/27/11	07/11/11	USC M3M, EPA M12, W1 (4/15)
2	Building 233 Final Status Survey Work Plan RPM: Anthony Konzen PMC: Pete Bourgeois	010	06/31/10, 10/11/10, 03/11/11	✓	04/15/11	✓	TBD	✓	✓	TBD	TBD	TBD	TBD	TBD	
3	Site 21 Treachability Study Report RPM: Danielle Janda PMC: Pete Bourgeois	F2N1	07/29/10	✓	11/10/10	✓	12/18/10	✓	✓	02/09/11	03/03/11	02/09/11	03/03/11	03/01/11	
4	Site 24 Treachability Study Report (Phase II) RPM: Danielle Janda PMC: Pete Bourgeois	F2N1	04/03/11	✓	05/06/11	✓	06/03/11	✓	✓	06/15/11	TBD	06/29/11	07/06/11	07/17/11	
5	Sites 21, 24, and 32 Groundwater Monitoring SAP RPM: Danielle Janda PMC: Pete Bourgeois	002/005	10/29/10	✓	11/12/10	✓	12/18/10	✓	✓	01/31/11	NA	02/07/11	03/02/11	03/01/11	
6	Site 25 Soil Gas Investigation/Closure Request RPM: David Clark PMC: Neil Hey	F2N1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	03/07/11	Draft delayed to 03/07/11 due to lack of complete background information for the site. Estimated delivery is May.
7	Site 12 Final Status Survey Plan (Master) RPM: Anthony Konzen PMC: Pete Bourgeois	010	08/11/10, 10/27/10, 03/19/11	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	On hold pending emergency investigation. Investigation for Site 12 is scheduled for 3/15
8	Sites 31/33 Remedial Action Work Plan (RAWP) RPM: Lora Bourgeois PMC: Pete Bourgeois	F2N9	10/19/10, 11/22/10*, 01/10/11	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
9	Site 12 Bigelow Court NCRMA Work Plan RPM: Anthony Konzen PMC: Pete Bourgeois	F2N9	11/22/10, 12/23/10, 01/24/11	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
10	Site 24 Treachability Study Work Plan (Phase III) RPM: Danielle Janda PMC: Pete Bourgeois	F2N1	03/23/11	✓	04/07/11	✓	05/20/11	✓	✓	05/31/11	06/10/11	06/17/11	07/01/11	07/07/11	

Naval Station Treasure Island
Environmental Cleanup Program
Document Tracking Sheet
April 2011 - September 2011

Item	Document Title & Information	C/O/D/O	INTERNAL DRAFT		DRAFT						RTC		INTERVAL FINAL		FINAL	Comments		
			Internal Draft Due to Navy	Navy Comments Due	Draft to Agencies	Agency Comments						Preliminary RTCCs to Agencies	Resolve and Confer on RTCCs	Internal Final to Navy				
						Date Due	DISC	WATER BOARD									Priority Level	
								EA	TDA	RAS	OTHER							
Teira Tech EM Inc.																		
8	Site 24 PP/PAF	033	01/29/11	✓	TBD	TBD	TBD								TBD			
	RPM: Danielle Jando PM: Jean Michaels																	
9	2010 Finding of Feasibility to Transfer (FOST)	001	08/09/10	✓	09/02/10	✓	09/29/10	✓	✓	✓	✓	12/08/10	✓	01/05/11	✓	02/02/11	✓	04/29/11
	RPM: David Clark PM: Marcie Roth																	DISC 11/24/11 11/11/11, WB 11/10/11, TDA 11/11/11, RAS 11/10/11, TDA 1

Naval Station Treasure Island
Environmental Cleanup Program
Document Tracking Sheet
April 2011 - September 2011

Item	Document Title & Information	INTERNAL DRAFT		DRAFT						RTC	Resolve and Concur on RTCs	INTERNAL FINAL	NAVY Comments Due	FINAL	Comments
		Internal Draft Due to Navy	Navy Comments Due	Draft to Agencies	Agency Comments	WATER BOARD	DISC	RTCA	Priority Level						
Travel															
19	Site 30 2010 UIC Inspection and Reporting RPM: David Clark IPM: Greg Alvarado	04/05/11	04/19/11	04/22/11	05/22/11					05/29/11	NA	05/29/11	06/01/11	06/05/11	
20	2010 sites & 112 Annual Groundwater Sampling Report RPM: Tony Kanzen IPM: Greg Alvarado	02/23/11	04/09/11	05/04/11	06/15/11					08/01/11	TBD	08/09/11	09/15/11	09/22/11	
ERRG															
21	Site 6 RI/FS Report RPM: Tony Kanzen IPM: Phil Stacey	06/13/11	07/14/11	07/28/11	08/27/11					09/24/11	TBD	10/24/11	11/03/11	11/17/11	

Abbreviations:

- ✓ Production or review of document is complete.
- ✗ Received notification of no comments or comments delivered to other agency.
- Grey shading indicates the document is finished.
- Blue shading indicates agency review comments are due within the next 60 days or are outstanding.
- Yellow shading indicates documents that will be issued draft or final within the next 60 days.

Blig = Building
Caltrans = California Department of Transportation
COT = Contract task order
DHS = Department of Health Services
DO = Delivery order
DTSC = Department of Toxic Substances Control
EI = Exposure unit
HERD = Human Ecological Risk Division

HS = Health and safety plan
LUC = Land use covenant
NA = Not applicable
PCA = Polychlorinated biphenyls
PM = Project manager
PP = Proposed plan
RAP = Remedial action plan
RASO = Radiological Affairs Support Office

RI = Remedial Investigation
ROD = Record of decision
RPM = Remedial project manager
SAP = Sampling and analysis plan
TBD = To be determined
TICD = Treasure Island Community Develops
TIDA = Treasure Island Development Authority
Water Board = Regional Water Quality Control Board



Naval Station Treasure Island
Navy Field Schedule
April 2011 - September 2011

Seq	Activity & Investigation Area	DTS #	Field Dates	Navy RPM	CTO/DO	Project Manager	Field Team Lead	Complete
Shaw								
1	Non-Time Critical Removal Action Site 12	Doc NA	Start: TBD Finish:	Tony Konzen (619) 532-0924	010	Pete Bourgeois (415) 277-6983	Pete Bourgeois (415) 277-6983	
2	Building 1313/1311 Petroleum Investigation Site 12	Doc NA	Start: 11/10/08 Finish:	Tony Konzen (619) 532-0924	F2N1	Pete Bourgeois (415) 277-6983	Pete Bourgeois (415) 277-6983	
3	Site 31 Remedial Action Site 31	Doc 5	Start: TBD Finish:	Lora Battaglia (619) 532-0968	F2N9	Pete Bourgeois (415) 277-6983	Pete Bourgeois (415) 277-6983	
4	Building 233 Debris Screening / Final Status Survey Building 233	Doc 2	Start: 07/26/10 Finish:	Tony Konzen (619) 532-0924	010	Pete Bourgeois (415) 277-6983	Pete Bourgeois (415) 277-6983	
	Sites 21, 24, & 32 Groundwater Sampling Sites 21, 24, & 32	Doc NA	Start: 03/07/11 Finish: 04/05/11	Danielle Janda (619) 532-0796	002/005	Pete Bourgeois (415) 277-6983	Pete Bourgeois (415) 277-6983	
5	Hot Spot Removal Action Site 12	Doc NA	Start: TBD Finish:	Tony Konzen (619) 532-0924	010	Pete Bourgeois (415) 277-6983	Pete Bourgeois (415) 277-6983	
Chadux Test Tech								
6	Monitoring Wall Decommissioning Basewide	Doc 18	Start: TBD Finish:	Tony Konzen (619) 532-0924	9002	Yohji Ono (510) 302-6301	Yohji Ono (510) 302-6301	

Abbreviations:

Contract task order/delivery order

DTS # The number listed corresponds to the associated documentation listed on the

Document Tracking Sheet.

NA Not applicable, there is no associated documentation listed on the DTS.

LUC Land use covenant

RPM Remedial project manager

TBD To be determined

Field work is complete.

Yellow shading indicates field activities that will start or finish within the next 60 days.

Gray shading indicates field activities are complete.

**DRAFT MEETING MINUTES
RESTORATION ADVISORY BOARD
NAVAL STATION TREASURE ISLAND**

21 June 2011

Meeting Number 154

Community Restoration Advisory Board (RAB) Members in attendance:

Nathan Brennan, John Gee, Alice Pilram, Dale Smith

Department of the Navy and Regulatory Agency RAB Members in attendance:

James Sullivan (Navy)

Other Navy and Regulatory Staff and Consultant Representatives in attendance:

Jessica Beck (Tetra Tech EM Inc. [Tetra Tech])

Pete Bourgeois (Shaw Environmental and Infrastructure, Inc. [Shaw])

David Clark (Navy)

Shirley Fu (Tetra Tech)

Brian Holmgren (Shaw)

Tony Konzen (Navy)

Yohji Ono (Tetra Tech)

Marcie Rash (Tetra Tech)

Tommie Jean Valmassy (Tetra Tech)

Public Guests

Melanie Williams

Welcome Remarks and Introductions

James Sullivan (Base Realignment and Closure [BRAC] Environmental Coordinator) opened the June RAB meeting for Former Naval Station Treasure Island (NAVSTA TI), held at the Casa de la Vista (Building 271) on Treasure Island (TI). Mr. Sullivan thanked attendees who participated in the informal site tour the hour before the meeting. Mr. Sullivan noted the meeting handouts are available on the back table, including copies of the agenda (Attachment A), which was also mailed out to RAB members. Mr. Sullivan asked for any comments or changes to the agenda. Dale Smith (RAB member) asked if the Site 27 Clipper Cove Proposed Plan/Draft Remedial Action Plan (PP/Draft RAP) could be moved up in the agenda, before the Site 12 Remedial Investigation (RI) Report update. Mr. Sullivan agreed, and the agenda was adjusted.

Public Comment and Announcements

Mr. Sullivan invited public comment, noting there is also time at the end of the meeting for additional public comment. There was no public comment at this time.

Treasure Island/Yerba Buena Island Property Transfer Update and Finding of Suitability to Transfer

Mr. Sullivan provided his regular RAB meeting update on the status of property transfer, including the Finding of Suitability for Transfer (FOST) (Attachment B). Transfer of FOST property from the Navy to the Treasure Island Development Authority (TIDA) has not yet occurred, but is expected to occur in phases beginning in early 2012.

Mr. Sullivan said the Navy must complete FOST 3 and the single addendum to the two 2006 FOSTs, as well as the Final Status Survey at Building 233; the Site 21 Record of Decision (ROD); and the Remedial Action Completion Report at Site 33 in order to finalize the initial property conveyance to TIDA. Mr. Sullivan noted the RAB visited those three sites during the tour just before this meeting.

Mr. Sullivan said there is no new information about the status of transfer, but he hopes to provide an update at the next RAB meeting in August. He asked for any questions; there were none.

Field Activities and Access Update

Mr. Sullivan introduced Pete Bourgeois (Shaw) to present the field activities updates for Sites 21, 24, and 32 (Attachment C). Mr. Bourgeois said Shaw will conduct groundwater monitoring at Sites 21, 24, and 32 for 1 year, and the first round was completed on April 5. Based on the data received during this round of groundwater sampling, some of the wells planned for sampling will be adjusted at Site 24. The Navy and Shaw have yet to decide exactly how the wells will be adjusted prior to the next round of sampling.

Mr. Bourgeois said the Phase II Treatability Study report for Site 24 will be distributed to the regulatory agencies and the RAB for review in late July. The draft work plan for Phase III treatability study work was already submitted. The Phase III work involves continued bioremediation to address areas specifically where the plume has rebounded. Ms. Smith confirmed she had received the Phase III Treatability Study Work Plan for review. Mr. Bourgeois noted comments are due on July 7. He explained the basic plan for the Phase III work is injection and extraction in the source area. Then, direct injection around areas in the southern plume, where there are elevated concentrations, to bound it. A modification to the Phase III work will be collecting soil gas samples at Site 24 and Site 21. The soil gas samples at Site 24 will provide preliminary data since the bioremediation is still ongoing there.

Mr. Sullivan added that a portion of the Treasure Island Development Authority's (TIDA) planned development is directly adjacent to Site 24. In working with TIDA, the Navy agreed to collect this additional soil gas information along the southern boundary of Site 24.

Mr. Bourgeois moved on to the update on Site 31. Shaw investigated a radiological anomaly on April 26, and radium-226 was detected. Shaw is rewriting the Site 31 work plans to encompass all the radiological policies and procedures that were followed at Site 12, where soil with radium-226 was excavated and disposed of. As a result, the soil will be excavated in "lifts" and scanned using Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) protocols. The site has tree cutting debris that will be removed once work restarts at the site. The tree stumps that remain in the ground will be disposed of as low-level radiological material because they cannot be reliably scanned. Concrete and asphalt that will be removed from Sites 31 and 33 will be scanned, if possible, before it is removed, or it will be removed as low level radiological waste. The remedial action at Site 31 is currently scheduled for early winter 2011.

For Site 32, Shaw is incorporating final comments to the field activities report, and the document will go final on June 24. For Site 33, the Explanation of Significant Differences (ESD) was signed and distributed on May 30. Remedial work at Site 33 will follow the completion of work at Site 31. Ms. Smith asked to what depth is Shaw excavating. Mr. Bourgeois said to 6 feet at Site 31, and 4½ feet at Site 33. Ms. Smith asked if Shaw will excavate deeper. Mr. Bourgeois said Shaw will continue to excavate in those areas if confirmation samples at the bottom of the excavation indicate contamination hot spots. Mr. Sullivan explained the 6-foot depth at Site 31 is based on data gathered during the remedial investigation. The Navy's goal at both sites is to achieve clean closure.

Mr. Bourgeois moved on to the update of Building 233 (Attachment D). He noted the tour had driven by this site just prior to the meeting. The building has been removed and the foundation has been covered with plastic. In addition, the building debris has also been covered with plastic, except for the first floor, which has already been scanned outside the footprint of the original structure. Shaw submitted a debris disposal summary package to the State of California Department of Public Health (CDPH) for review. This package includes the data from scanning, including instrument efficiency information. The state will review whether the debris can be disposed of as Class II material or as low-level radiological waste. Mr. Bourgeois added Shaw and the Navy believe it should be disposed of as Class II material because Shaw completed thorough scans of Building 233 before it was demolished, and anything that was found to have radiological contamination was removed in advance. The steps forward for Building 233 are to let the state finish its due diligence reviews to identify disposal options. Shaw is also writing a work plan to address the footprint of the building.

Ms. Smith asked if the Radiological Affairs Support Office (RASO) has signed off on the work. Mr. Sullivan confirmed that RASO has reviewed the information:

He added that RASO is part of the Navy, so it reviews everything before it goes to the regulatory agencies. An update on Site 12 was handed out (Attachment E) but not reviewed during the activities update.

Site 27 Clipper Cove Skeet Range Proposed Plan/Draft Remedial Action Plan
Mr. Sullivan introduced the next topic, moved up on the agenda by request, the Site 27 update (Attachment F). Dave Clark (Navy Lead Remedial Project Manager) presented the update. Mr. Clark said the PP/Draft RAP public meeting was held the week before this meeting. Since the RAB is familiar with the site, this presentation will not include a detailed history. He noted the California Department of Toxic Substances Control (DTSC) has its own environmental requirements related to the California Environmental Quality Act (CEQA). The Navy's PP was combined with the DTSC's Draft RAP, and a joint public meeting was held. Mr. Sullivan noted DTSC's CEQA document, the Negative Declaration, can be found in the Navy's information repository. Mr. Clark noted it is also in the state clearinghouse.

Mr. Clark said the Navy is attempting to clean up Site 27 to protect the diving ducks from lead shot. Lead shot is present because the site was formerly a skeet range. The PP/Draft RAP sets forth three alternatives: alternative one is the required no action alternative, and the other two involve dredging. Alternative two is focused dredging to a depth of 2½ feet. Alternative 3 is site-wide dredging. Mr. Clark noted the alternatives are evaluated against nine criteria:

- Two threshold criteria, which are (1) protection of human health and the environment and (2) compliance with applicable or relevant and appropriate requirements (ARAR).
- Five primary balancing criteria, which are (3) long-term effectiveness and permanence, (4) reduction of toxicity, mobility, or volume, (5) short-term effectiveness, (6) implementability, and (7) cost.
- The two final criteria, which are (8) state acceptance and (9) community acceptance.

After they had been evaluated for the first seven criteria, Alternative 2b ranked the highest and is the Navy's preferred alternative. That alternative is focused dredging of sediment in the nearshore area to a depth of 2½ feet and beneficial reuse of dredged sediment. Mr. Clark noted sediment reuse means it will be taken to a wetlands restoration project and used as a base fill (not top fill). Mr. Clark noted there are posters in the back of the room that detail the differences in the alternatives, including cost. Those details are also found in the PP/Draft RAP document, which was sent to the entire community mailing list and is on

the handout table for anyone who did not receive one. The costs for the alternatives range from about \$2 million to about \$20 million.

Mr. Clark said that, with the preferred alternative, in addition to focused dredging, the area will be backfilled to prevent exposure to the ducks and may include armor rock to prevent further erosion. Some form of institutional controls to restrict drilling or boat speeds are also included in the preferred alternative. The focused dredging is not expected to take a long time because it is a fraction of the area that would be dredged in the alternative of site-wide dredging.

Mr. Clark noted the PP/Draft RAP was submitted for public review on June 2, and comments are due by July 2. The next step will be the ROD/RAP, which the Navy hopes to complete by Spring 2012. All of the comments received on the PP/Draft RAP will be addressed in a responsiveness summary, which is part of the ROD/RAP.

Nathan Brennan (RAB member) said one item that is not addressed in the PP/Draft RAP is that Site 27 was originally used as a marina, and the City plans to use it as a marina after transfer. He asked for more information about the Navy's routine dredging in the area to maintain access for boats, as well as the City's ability to dredge in the future to maintain it for boats to use as a marina. He noted that outside of the area of the Navy's dredging in the Site 27 preferred alternative 2b, there might have been past routine dredging by the Navy that would need to be continued by the City to maintain the depth for sailboats. Mr. Sullivan said he does not have any information on exactly when the cove was dredged, if ever. The Navy was creating a plan to dredge in the 1990s, but with the closure of NAVSTA TI, the dredging was not completed. He added that the Navy will work with TIDA and the marina developer when the Navy reaches the remedial design phase. Mr. Sullivan added that the Navy did see a dredging plan from the developer where all of the dredging was outside the arc of Site 27. Mr. Brennan said that if the marina developer will have to dredge an area that the Navy is not dredging as part of the clean up, it should be noted and perhaps it can be addressed now.

Ms. Smith said she has comments and will send a comment letter on the Site 27 PP/Draft RAP. She asked if the Navy had asked the Yacht Club if it had chartered any sediment removal, and if not, the Navy should find out. She noted the Navy's calculated rates of deposition may be incorrect if it is not aware of all of the previous work that has been done to remove sediment in the cove. Ms. Smith also stated the highest lead pellet count appears to be at 3 to 4 feet below the sediment surface and the Navy should consider excavation at that depth. Ms. Smith added that rock armor may impede the City's ability to use the area as a marina. She asked if the Coastal Commission and the Bay Conservation and

Development Commission (BCDC) had commented on the PP/Draft RAP. Mr. Clark said the Coastal Commission and BCDC had the opportunity to comment on the PP/Draft RAP, and as yet have not submitted comments.

Mr. Sullivan explained the rock armor is not necessarily the final remedial design. The armor was included in the PP/Draft RAP to indicate there will be some method to anchor the clean fill that will be placed, because it is an erosional area.

Ms. Smith stated she finds it unacceptable that the Navy does not plan to dredge the entire area to make it possible for the City to reuse it as a marina. She noted she will submit formal comments in writing.

Site 12 Draft Remedial Investigation Report

Mr. Sullivan introduced the next topic, the Draft RI for Site 12 (Attachment G). He noted that at the April RAB meeting, before the draft was issued, an overview of the document was provided. The document has since been issued, and this presentation will be on the results in the RI. Tony Konzen was introduced as the Navy project manager for Site 12. Mr. Konzen described some of the background for Site 12 and noted it is about 94 acres. For the purpose of the RI, Site 12 was divided into 19 exposure units (EU), six areas of interest (AOI), and then into northern and southern portions. Slide 3 of the handout shows a map of how Site 12 was divided for the RI report.

Contaminants that exceeded screening criteria or ambient levels for soil included total petroleum hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAH), pesticides, polychlorinated biphenyls (PCB), metals, and dioxin measured in toxicity equivalent quotient (TEQ). Contaminants that exceeded screening criteria or ambient levels for groundwater included TPH and metals. Contaminants that exceeded screening criteria or ambient levels for soil gas included volatile organic compounds (VOC), specifically benzene and chloroform. Mr. Konzen then introduced Shirley Fu (Tetra Tech) to discuss the human health risk assessment (HHRA). Ms. Fu said she would present a summary of how the HHRA was done, and the results.

The methodology for the HHRA was established between the Navy and the regulatory agencies in 2006. It was updated in 2009 to reflect current guidance issued by DTSC and the U.S. Environmental Protection Agency (EPA) between 2006 and 2009. The HHRA includes a separate evaluation for each EU and each AOI, so there are 25 separate risk assessments in the RI. For each one there is an estimate of total risk, site risk, incremental risk, and ambient risk. And for each of those four types, risk was estimated two ways: based on US EPA toxicity criteria, and on DTSC toxicity criteria. The reason for all of these estimates is to

provide the Navy and the regulatory agencies with as much information as possible to make cleanup decisions about Site 12.

Ms. Fu noted several scenarios were assessed including current residential (adult and child), future residential (adult and child), future industrial, future construction, and future recreational (adult and child). See the table on slide 6 of the handout.

For assessing cancer risks, results are compared to a threshold of one in a million (1:1,000,000). Risks less than that level are considered negligible and remedial action is not required. Risks that exceed one in 10,000 may require remedial action. Risks that fall between those two ranges are referred to as within the risk management range. Remedial action is not necessarily required, but a feasibility study (FS) will be done to determine how to manage the risks. A hazard index is calculated and compared with an index of 1 for noncancer risks. Results less than 1 do not require action. Results greater than 1 may require action.

Ms. Fu noted that lead is evaluated differently than the rest of the chemicals because there are different mechanisms of toxicity and exposure to lead. Lead levels are compared with both EPA and DTSC screening criteria. Slide 8 presents a summary of all 25 of the risk assessment results for soil. Cancer risk results that are less than one in a million are shown as green dots. Cancer risk results within the risk management range are shown as blue dots. Noncancer hazards that exceed 1 are circled in red. John Gee (RAB member) asked what the green shading indicates. Ms. Fu stated the green shading indicates contaminants are likely to be present based specifically on past Navy activities at NAVSTA TI. She noted the figure in the RI report has a legend and explains the tables in greater detail.

Ms. Smith asked if the entire site will be cleaned to residential standards, or if only the areas determined to be the responsibility of the Navy will be cleaned. She asked if some locations will not be cleaned because even though they do not meet DTSC cleanup standards, they have been determined to be ambient levels. Ms. Fu stated the Navy will clean only to ambient levels, even if ambient levels are greater than risk-based concentrations for residential exposure. Ms. Fu explained the reason for that approach is because the Navy is unable to clean to a level greater than what is naturally occurring. She added this approach is accepted by EPA and DTSC and is used at sites throughout California.

Ms. Smith added she is concerned that the radium levels are also being called ambient at NAVSTA TI and will not be addressed. Mr. Sullivan said the Site 12 RI does not address radiation; it is solely to address chemical contamination.

Other specific, concurrent investigations are addressing radiological contamination.

Ms. Fu showed some of the graphs from the RI report that summarize risk in various ways. She noted that, in some cases, as shown on the graphs, the ambient risk results are fairly significant for the site, and in some cases exceed the site risk results.

Ms. Fu moved on to the groundwater risk results. She stated they are evaluated by source area rather than EU and AOI. The only exposure scenario for groundwater is construction workers, and the only chemical of concern identified for groundwater is arsenic.

Ms. Fu then reviewed soil gas, or vapor intrusion, risk results. Vapor intrusion was evaluated for current and future residential and commercial/industrial worker exposure scenarios. Two chemicals of concern were identified, benzene and chloroform, which occurred at only two of the EUs.

Ms. Smith asked what is meant in the document by "BAP equivalent." She said in some cases, the document describes the individual chemicals and sometimes it just indicates "BAP equivalent." Ms. Fu responded the document evaluates each of the individual PAHs. However, in the discussion of nature and extent of contamination, benzo(a)pyrene (individual PAH) and BAP equivalent (which accounts for all of the carcinogenic PAHs together as one) are discussed. TI has a previously established cleanup level for BAP equivalent concentrations. She said those comparisons will be clarified in the final document.

Ms. Smith also said she is concerned about lead levels. On page 9-22, the draft RI states that the lead level is 400 milligrams per kilogram (mg/kg). She said the new DTSC standards are 80 mg/kg, but the Navy is using 400 mg/kg, so there will be areas that are not investigated further because of the high lead level being used. Ms. Fu stated that the RI Report includes comparisons to both the DTSC and EPA lead levels, but any determinations of whether additional work will be done will be decided in the FS. Ms. Fu also stated the Navy and regulatory agencies will be discussing the target levels for lead. Mr. Sullivan said the Navy will review that statement noted by Ms. Smith in the document.

Mr. Konzen reviewed some of the recommendations in the RI. For soil, soil gas, and groundwater they include continued monitoring at Buildings 1311/1313 petroleum area (in EUs 15, 16, and 19), and developing remedial alternatives for TPH and arsenic. For only soil the recommendations include:

- Evaluating human health risk of post-removal soil at the four Solid Waste Disposal Areas (SWDAs) (currently undergoing a non-time-critical removal action [NTCRA]),
- Further evaluating pesticides in soil in the southeastern portion of AOI 1254,
- Further evaluating PCBs at EU 9 and AOIs 1254 and Halyburton/Bigelow Court,
- Further evaluating dioxins at EU 16 and AOIs 1201/1203/1220
- Evaluating remedial alternatives for Site 12 north EU 9 and AOIs 1201/1203/1220, AOI 1254, and AOI Mariner Drive; and Site 12 south EUs 17 and 19 and AOI Halyburton/Bigelow Court.

Recommendations for groundwater include monitoring at currently planned areas and at SWDA A&B once the NTCRA is completed, and evaluating remedial alternatives in exposure areas GW-S1, GW-S2, GW-S4, and GW-S5.

Mr. Konzen reviewed the schedule for the Site 12 RI. The draft was issued on June 10, and comments are due July 13. Mr. Sullivan said DTSC asked for an extension to the comment period, so the time frames will be adjusted.

Ms. Smith asked what the "S" denotes in the groundwater locations, such as GW-S4. Ms. Fu said that the "S" stands for source area. Ms. Smith noted the text does not accurately describe the locations of the source areas as shown on the maps because the directions are given based on the vertical orientation of TI in the figure. However, the north arrow is actually pointed towards the upper right in the map. Mr. Konzen said the Navy will review the descriptions in the text to ensure they match the maps.

Lastly, Ms. Smith said there are sporadic concentrations of metals within the first 2 feet below ground surface, but there is no further mention of them anywhere else in the document. Mr. Konzen responded the current recommendations in the RI are not the final determination for the cleanup of the site, and cleanup options will be further reviewed in the FS.

Upcoming Documents and Field Schedule

Mr. Sullivan introduced Jessica Beck (Tetra Tech) to present the Document Tracking Sheet (Attachment H) and the Field Schedule Sheet (Attachment I). Ms. Beck noted there are several documents being issued as draft within the next month, all of which are highlighted in yellow on the handout. Mr. Sullivan noted the RAB members said they do not need to review the draft Site Management Plan (SMP), so the RAB will receive it when it is final. Ms. Beck noted the dates for the Site 12 RI, and reminded the group that the comment

period will be extended. Mr. Sullivan said he will send an e-mail specifically confirming the new comment due date.

Ms. Beck noted there is no new field work scheduled to begin, but three field activities were just completed. They include the hot spot removal at Site 12, the basewide monitoring well decommissioning, and the groundwater sampling at Sites 6 and 12.

RAB Meeting Minutes

Mr. Sullivan asked for comments on the draft April 2011 RAB meeting minutes. Ms. Smith provided comments. The minutes were accepted as final pending incorporation of Ms. Smith's comments.

Co-Chair Announcements

Alice Pilram (RAB community co-chair) stated TI now has a flea market the last weekend of every month. She also said there is a statue on the island, near the RAB meeting location, and encouraged people to view it after the meeting. She said it is the first major art installation at TI.

BRAC Cleanup Team Update

Mr. Sullivan stated the May BRAC Cleanup Team (BCT) meeting was an extended day and a half meeting to discuss in detail the SMP. The team also had an extended discussion about the Site 12 RI report. The team also met in June, and the meeting included standard items, including the data package for Building 233 that was submitted to CDPH for review. The next BCT meeting will be the first Wednesday in July.

Ms. Smith said she would like DTSC to attend RAB meetings where FSs and any hazards associated with NAVSTA TI are discussed. Mr. Sullivan noted that DTSC had planned to attend tonight's meeting but was unable to attend. Ms. Smith added their attendance would serve to reassure the RAB that things are being done they way they are supposed to be done. Mr. Sullivan said he will pass along the feedback that Ms. Smith would like DTSC to attend.

Other Public Comments and Announcements

Mr. Brennan said the Citizen's Advisory Board (CAB) will not be meeting for a while because its redevelopment plan has been approved. The plan went through TIDA and the planning commission, then the San Francisco Board of Supervisors, and was finally signed by the mayor on June 15. Mr. Brennan noted the state is discussing eliminating funding for redevelopment, but the City has come up with an alternative plan to fund redevelopment. Mr. Sullivan asked if the CAB will still meet, and at what point it will sunset. Mr. Brennan said the CAB will still meet to further refine development guidelines, but exactly when is

to be determined. He said the CAB is also trying to determine when it will sunset.

Future Meeting Agenda Items

Mr. Sullivan said the Navy will include whatever is timely on the agenda. After some discussion, Mr. Sullivan said the Navy will keep a pre-meeting tour on the agenda for August.

Mr. Sullivan noted the schedule for the next meeting and the next RAB conference call are on the back of the agenda (Attachment A). The meeting was adjourned.

June 2011 RAB Meeting Handouts [attached when minutes are finalized]

- Attachment A: NAVSTA TI RAB Meeting No. 154 Agenda, 21 June 2011
- Attachment B: Property Transfer & FOST Update, 21 June 2011
- Attachment C: Field Activities, 21 June 2011
- Attachment D: Field Efforts Building 233, 21 June 2011
- Attachment E: Site 12, 21 June 2011
- Attachment F: Site 27 Clipper Cove Skeet Range, 21 June 2011
- Attachment G: Site 12 Draft Remedial Investigation Report Overview, 21 June 2011
- Attachment H: Document Tracking Sheet, 21 June 2011
- Attachment I: Field Schedule, 21 June 2011





CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller
Monique Zmuda
Deputy Controller

August 15, 2011

By email: redemption_administration@dof.ca.gov
And by certified mail, return receipt requested

Ana J. Matosantos
Director
California Department of Finance
915 L Street
Sacramento, CA 95814

Re: Appeal of the AB X1 27 Remittance Amount for Fiscal Year 2011-12 for the City and County of San Francisco; Applies to Continuation of the Redevelopment Agency of the City and County of San Francisco and Continuation of Redevelopment Powers for the Treasure Island Development Authority

Dear Ms. Matosantos:

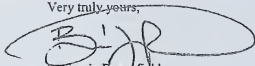
In accordance with Section 34194(b)(2)(L)(i) of Part 1.9 of Division 24 of the California Health and Safety Code (the "CRL"), added by AB 1X 27 in June 2011, I submit this appeal of the AB X1 27 Remittance Amount on behalf of the City and County of San Francisco (the "City"). Accompanying this letter is a copy of the completed appeal form that your Department created, together with a complete set of supporting documentation, which the Redevelopment Agency of the City and County of San Francisco (the "Agency") has prepared and which my Office has reviewed. As shown in the attached documents, the basis for the appeal is that the information in the 2008-09 State Controller's Report was in error, including the tax allocation bond amount and the interest payment amount, primarily due to an mistake in properly characterizing the Agency's tax allocation bonds that results in a significant undercount of the amount of the Agency's actual outstanding tax allocation bonded indebtedness.

This appeal applies to the Redevelopment Agency of the City and County of San Francisco. But consistent with the non-binding resolution of intent adopted by the City's Board of Supervisors and Mayor, the City also intends to continue not only the Agency but also the redevelopment powers of the Treasure Island Development Authority ("TIDA"). Because none of the property over which TIDA has jurisdiction is in a redevelopment project area and because such property is not producing any redevelopment tax increment, the Department correctly determined that the AB 1X 27 remittance amount for TIDA is 0, and the City is not appealing that determination for TIDA.

I am submitting this appeal by the August 15th deadline set forth in AB 1X 27 as a precaution. But in view of the stay the Supreme Court of the State of California recently issued in California Redevelopment Association v. Matosantos, No. S194861 (petition filed July 18, 2011), the City does not believe that the appeal is legally required now or that you may decide the appeal under Section 34194(b)(2)(L)(ii) until after the Court modifies or lifts the stay. Accordingly, the City reserves all of its rights relating to the appeal if the Court later upholds AB 1X 27 and lifts the stay, including, but not limited to, the right to revise or resubmit the appeal at an appropriate time.

Still, we are prepared to discuss the substance of the appeal with you and would appreciate the opportunity to address any questions you or your staff might have about the correct remittance amount or any of the documentation in support of our appeal. If you wish to discuss such matters, please contact Leo Levenson, Budget and Analysis Director (phone: (415) 554-4809); email: leo.levenson@sfgov.org), or James Whitaker, Property Tax Manager (phone: (415) 554-7593 , email: james.whitaker@sfgov.org), in my Office.

Very truly yours,



Benjamin Rosenfield
Controller

cc: Mayor Edwin Lee
Fred Blackwell, Executive Director, San Francisco Redevelopment Agency
Amy Lee, Deputy Executive Director, Finance and Administration, San Francisco Redevelopment Agency
Mirian Saez, Executive Director, Treasure Island Development Authority
Jesse Smith, Chief Assistant City Attorney
James Morales, General Counsel, San Francisco Redevelopment Agency

The Mobile Outreach Services of the San Francisco Public Library
announces

Treasure Island Bookmobile

NEW: Location Hours Same Day



**Treasure Island Bookmobile service
is changing.**

Starting August 4, 2011, the Bookmobile
location is changing to the parking lot at
850 D Ave. by Treasure Island CDC

NEW Hours: Every Thursday
1 to 7 p.m.

All programs at the Library are free.



San Francisco Public Library

sfpl.org

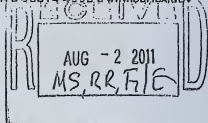
0017-171



**DEPARTMENT OF
FINANCE**
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR

STATE CAPITOL B ROOM 1145 B SACRAMENTO CA 95814-4998 WWW.DOF.CA.GOV



July 29, 2011

**TO ALL COUNTY AUDITOR-CONTROLLERS, REDEVELOPMENT AGENCIES, AND THEIR
LEGISLATIVE BODIES:**

Assembly Bill 26, First Extraordinary Session (Chapter 5, Statutes of 2011), terminates redevelopment agencies (RDAs) effective October 1, 2011, and replaces them with successor agencies that are tasked with retiring existing RDA debt and winding down existing RDA projects.

Assembly Bill 27, First Extraordinary Session (Chapter 6, Statutes of 2011) states RDAs shall be exempt from the termination provisions of Assembly Bill 26 provided they choose to participate in the Voluntary Alternative Redevelopment Program (VARP) that Assembly Bill 27 creates.

For an RDA to participate in the VARP, the city or county that sponsors the RDA must remit a payment to the county auditor-controller for deposit in the county's Educational Revenue Augmentation Fund (ERAF). Each city's or county's remittance on behalf of the RDAs they sponsor must be calculated by the California Department of Finance (Finance) based on information reported in the 2008-09 Community Redevelopment Agencies Annual Report compiled by the State Controller's Office. Each city's or county's payment on behalf of an RDA is calculated based on a formula that considers the RDA's proportionate share of statewide gross and net tax increment revenues.

If a city or county chooses to allow an RDA to participate in the VARP, the city or county may enter into a mutual agreement with the RDA whereby the RDA would transfer a portion of its tax increment to the city or county.

In accordance with AB 27, the remittance amount for each RDA is enclosed with this letter and the calculations of the amounts have been posted on Finance's website. The information may be found in a link titled "Assembly Bills 26 and 27", which is listed under the "Featured Links" section of the main webpage.

AB 27 allows cities and counties to appeal an RDA's remittance amount on two bases. These are (1) if the information in the 2008-09 State Controller's Office report was in error, or (2) if the amount of tax increment needed by the RDA to pay for tax allocation bonds and interest payments has increased by 10 percent or more over the percentage that was calculated for purposes of the 2008-09 State Controller's Office report.

If a city or county wishes for one or more of its RDAs to participate in the VARP in 2011-12, they must do the following:

- Enact an ordinance of participation and submit notice of having adopted that ordinance to Finance by November 1, 2011. Notices of ordinance adoption should be e-mailed to

the address found under the "Assembly Bills 26 and 27" link on Finance's website. You need not send Finance a copy of the actual ordinance. However, you should indicate in your e-mail those RDAs to which the ordinance applies.

Cities or counties that do not adopt the ordinance of participation by October 1, 2011, but which do intend to adopt such an ordinance, must additionally adopt a non-binding resolution of intent and submit notice of having adopted that resolution to Finance by October 1, 2011. Notices of resolution adoption should be e-mailed to the address found under the "Assembly Bills 26 and 27" link on Finance's website. You need not send Finance a copy of the actual resolution. However, you should indicate in your e-mail those RDAs to which the resolution applies.

Again, please note the non-binding resolution of intent need only be adopted in cases where (1) the city or county intends to adopt an ordinance of participation, and (2) the ordinance of participation has not been adopted by October 1, 2011.

- Remit one-half of the calculated remittance amount for each participating RDA to the county auditor-controller no later than January 15, 2012, and remit the other half no later than May 15, 2012.

As previously noted, AB 27 allows cities and counties to appeal remittance amounts based on two specific criteria. Cities or counties wishing to appeal an RDA remittance amount should complete the appeals form which may be found on Finance's website under the "Assembly Bills 26 and 27" link. One form should be submitted for each RDA whose remittance is being appealed. Appeals must be received by Finance no later than August 15, 2011. Please send your appeal(s) to the e-mail address listed under the "Assembly Bills 26 and 27" link on Finance's website.

Please note the calculated remittance amounts on Finance's website are only for the 2011-12 fiscal year. In order for an RDA to continue participating in the VARP in future fiscal years, cities or counties will annually need to submit additional remittances for deposit in the county Educational Revenue Augmentation Fund. These remittances will be calculated by your county auditor-controller.

If you have any questions regarding these matters, please contact the Local Government Unit of the Department of Finance at (916) 445-1546 or send an inquiry or information regarding participation in the AB 27 program or appeals to the e-mail address listed under the "Assembly Bills 26 and 27" link on Finance's website.

ANA MATOSANTOS

Director

By:



PEDRO R. REYES
Chief Deputy Director

Attachment


Community Remittances Under AB 27 x1, 2011

2011-12 Remittance
Amount
in dollars

Agency Name

Treasure Island Development Commission

0



Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Be advised of the following road closures:

THURSDAY – September 8, 2011

FRIDAY – September 9, 2011

SATURDAY – September 10, 2011

SUNDAY—September 11, 2011

Avenues H and I will be closed between 11th and 13th
Streets- Starting at 6:00AM Thursday Sept 8, Through
September 11, 11:59PM.

If you have any questions, please contact Marianne
Thompson at (415) 274-0662.



TREASURE ISLAND
DEVELOPMENT
AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices
and community information
electronically, please e-mail

Mirian Saez,
Director of Island
Operations



Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Be advised of the following road closures:

FRIDAY – September 2, 2011 - 8:00 AM to 8:00PM

SATURDAY – September 3, 2011 - 8:00 AM to 8:00PM

SUNDAY – September 4, 2011 - 8:00 AM to 8:00PM

Avenue H between 11th and 13th Streets

Avenue H between California and 3rd Streets

11th Street between Avenues H and E

13th Street between Avenues H and E

Avenue E between 11th and 13th Streets

Additional Road Closure

SATURDAY– September 3, 2011- 9:00 AM to 1:00 AM

Avenue of the Palms from California to 9th Streets.

If you have any questions, please contact Marianne Thompson at (415) 274-0662.

TREASURE ISLAND
DEVELOPMENT
AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660

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and community information
electronically, please e-mail

Mirian Saez,
Director of Island
Operations



Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



August 13, 2011

Please be advised that for an approximate 15 minute span between 11AM and 12 Noon on Sat 8/13 there will be heavy incoming event traffic for a Special Event taking place at the Great Lawn. The event is a motorcycle ride and as such the riders will be entering Treasure Island from the Bay Bridge in one large group during this time. Traffic will be guided by the San Francisco Police Department, and delays should be expected at Macalla Road and Treasure Island Road as well as at California Avenue and Avenue of Palms. Motorists leaving the Island should use 9th Street to Avenue of Palms during this time period. Thank you for your patience during this time

If you have any questions, please contact Marianne Thompson at (415) 274-0662.



TREASURE ISLAND
DEVELOPMENT
AUTHORITY

Administration Building
1 Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail Marianne.Thompson@sfgov.org.

Mirian Saez,
Director of Island
Operations



Volume 4, Issue 8
August, 2001

This newsletter was prepared
by Good Neighbors of Treasure
Island and Yerba Buena Island
under consultation with:
Treasure Island Development Authority;
and Mirian Saez,
Director of Island Operations

NEWS

INSIDE THIS ISSUE:

Free Green Home Audits	3
Bridge News	3
YMCA Art Contest	4
GN Presidents Report	5
Crime & Safety	5
Questions/Answers	6
Advertisements	7
2nd Annual Harvest Howl	7
Low Cost Internet	8
Polynesian Voyage to Treasure Island	8

TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted by the 10th of the month prior to publication for consideration. Email
Good_Neighbors@comcast.net
- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

THIRD ANNUAL NATIONAL NIGHT OUT ON TREASURE ISLAND



National Night Out is a unique community event celebrated across the United States and Canada that happens the first Tuesday in August every year. On this day, parties, gatherings, and get-togethers happen throughout San Francisco. The focus of these events is on preventing crime and drug activity by getting to know the people on your block and in your neighborhood.

When: Tuesday, August 2nd
Time: 6 pm-8 pm
Where: Mariner and Gateview

Free food, games, raffle, police horse and canine, skits, information, face painting and more. Come out to strengthen our community and meet your neighbors and local law enforcement!

Sponsored by:

SFPD, SFFD, TIDA, TIHDI Catholic Charities, Good Neighbors, YMCA, Boys and Girls Club, Community Housing Partnership, JSCO, SFSAFE.

OUR CANINE COMPANIONS

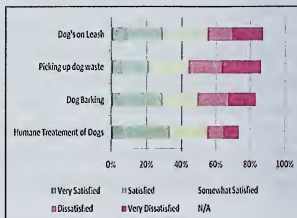


Dogs are a part of many people's lives on the Islands. Some of us love them, some are afraid of them, and some dislike them.

In the quality of life survey Good Neighbors conducted last year, most respondents are satisfied with the humane treatment of dogs on the island. But there is concern about owners picking up dog waste, barking, and dogs being off-leash.

Not mentioned in the survey is that by law, dogs must be registered. Yet we only have around 50 registered in the 94130 zip code.

We all like to think we are responsible dog owners, and that our dogs are well behaved and will be welcomed everywhere. But many of us can probably do more to help our dogs fit into the community and have happier, safer lives. Being a good dog owner means caring for and training the dog. It starts with providing food, water, and shelter, but it also includes giving our dogs the exercise, socialization, and instruction they need to be good canine citizens.



As dog owners, it's our job to ensure that our dogs are not a nuisance to others. We need to recognize that some people don't like dogs or are actually afraid of them. We have to teach our dogs basic obedience and make sure they are supervised and well behaved in public places.

Continued on page 4

August 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 	3	4	5	6  See page 8
7  See page 8	8	9 Special TIDA Board Meeting 9:30	10	11	12	13
14	15	16 Navy RAB Meeting	17 Southern District Police Meeting	18	19	20
21	22	23	24	25	26	27 TI Flea Market 8-4
28 TI Flea Market 8-4	29	30	31 Deadline for YMCA Art Contest (see page 4)			

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400.

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on the first Tuesday of each month 6:00 PM - 8:00 PM. Meeting locations vary. Check the agenda posted on www.SFTreasureIsland.org (These meetings are on hold)

The Community meeting is the third Wednesday of every other month (every even numbered month), 6:30 PM at Shipshape

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to my newsletter, please send an e-mail to sfndsouthernstation@sfgov.org. All are encouraged attend!



SAN FRANCISCO
COMMUNITY
POWER

FREE HOME AUDITS—GREEN YOUR HOME

We are introducing Lori Higa, who has been certified by the City of San Francisco's Dept. of the Environment to be a Green Home Auditor. That means she is qualified to:

- Do FREE home audits
- Help you green your home
- Give you information on lowering your utility bills
- Give tips on weatherizing and earthquake-proofing your home
- Help you prepare for disasters and emergencies
- Help you receive rebates (up to \$7,000!)
- Help you save money

This is a FREE service for all residents of San Francisco – renters & homeowners! It also includes for a limited time: a FREE, new energy-efficient refrigerator and FREE low-flow toilets. Installation of the toilets is the responsibility of the resident.

Plus it takes less than an hour! She will come to your home, at a time convenient for you, and quickly assess the energy-efficiency of your appliances, toilets, water faucets, heaters, weather- and earthquake proofing, give you tips to save energy and money on your utility bills and leave behind free gifts to help you green your home.

Lori has made several presentations on Treasure Island and has conducted in home consults which were well received!

This program is being offered by the nonprofit agency SF Community Power in partnership with the City of San Francisco's Dept. of the Environment. It's all part of its 2011 green home initiative, funded by the American Recovery & Reinvestment ACT (ARRA). Please feel free to contact Lori today at 415-626-4959 or email lorihiga@gmail.com to schedule an appointment!

BRIDGE NEWS—SAS TAKES SHAPE: NEW CATWALK DEFINES FUTURE PROFILE

SAS CATWALKS

The bright orange catwalks for the Self-Anchored Suspension Span's main cable caught more than a few eyes as crews began to place them in mid-June. The catwalks will allow crews to work on the single main cable during the various stages of cable installation, which is scheduled to begin later this year.

The catwalk floor is made of a 12-foot-wide wire mesh panel and is placed approximately 4 feet below the main cable. Once the catwalks are installed, crews will begin erecting the nearly 1-mile-long cable, which is made up of 17,399 steel wire strands. The two catwalks on the west side of the tower are 600 feet long and start at a 24 degree angle near the deck and gradually reach a 35 degree angle closer to the tower; at that angle, it's going to take nerves of steel to help put that steel cable in place.

PROGRESS ON THE SAS DECKS CONTINUES

As the twelfth east- and westbound sections were placed in late June; eastbound weighs 1,165 tons and westbound weighs 1,175 tons. The final four sections (two for each the west- and eastbound decks) will arrive later this summer.

JOIN US AT THE SAN FRANCISCO GIANTS' ANNUAL FAMILY SAFETY FESTIVAL

from 4:30 to 7 p.m. on Friday, July 22 at O'Doul Plaza just outside of AT&T Park. Stop by our booth to learn how we are building this world-class bridge and then see the World Series Champion Giants take on the Milwaukee Brewers.

What makes a good dog owner?

At the July meeting attendees were asked "What makes a good dog owner?" Participants indicated that a good dog owner:

- Cleans up after their dog
- Walks the dog, on leash
- Trains the dog
- Keeps dog inside at night
- Knows their dog's temperament
- Cares about their dog; Notices when things are wrong and does something about it
- If dog is kept outside, provides shelter from rain and heat
- Gives the dog attention, interacts and plays with the dog
- Reports dogs that do not have shots
- Doesn't let children walk the dog - especially if the dog is heavier or stronger than the child
- Registers the dog; puts phone number on the tag; chips the dog!

San Francisco Laws—Provided by Animal Care and Control

It is the law that dogs residing in SF must be licensed. They get this by having a current rabies vaccination and paying a fee. Service animals also must be licensed by law. They can't get the service tag from us without a license.

Dogs do not have to be fixed before they are licensed. But by law - any pit bull, or pit bull mix, residing in San Francisco must be spayed or neutered. All other breeds of dogs can be intact or altered BUT - the license fees for dogs that are altered (spayed or neutered) is much cheaper.

Some Recommendations for being a good dog owner

(adapted from "Good Dogs, Good Owners" from www.citizenonline.org)

- Do not allow your dog off-leash until you are certain it has a reliable recall. This means your dog must return to you quickly and directly when you call or whistle.
- Be aware not all dogs enjoy meeting other dogs, and actively try to prevent problems. Do not allow your dog to approach another dog without first checking with that dog's owner.
- Supervise your dog and don't allow it to intimidate other dogs or steal their playthings. Intervene if play becomes too rough. If your dog is aggressive or pushy, keep it on a leash.
- Don't let your dog chase wildlife. If you cannot keep your dog close to you, use a leash.

- Share the trail. Ensure your dog is within recall range at all times and do not allow it to block the trail or bother other users. Even if your dog is on leash, do not allow it to lunge at people or other dogs, or to bark at other trail users.
- If you sense a person might be afraid of dogs, step to the edge of the trail, have your dog sit quietly and allow the person to continue walking.

At the July meeting we asked the question, "What can we do to help residents be better dog owners"? Many good ideas were discussed, including informational campaigns, networking with agencies to provide low cost or free spaying and neutering, registration etc. In the end, it was decided to create the "Treasure Island Kennel Club" to help improve the quality of life for dogs on the Island, to encourage good dog ownership, and to have fun with our beloved pets.



Interested in creating the Treasure Island Kennel Club?

Write to TIKC@comcast.net or call (415) 677-4182

YMCA ART CONTEST

Calling all artists! This is your chance to give back to your local YMCA. We have identified two areas of the gym in need of a creative spirit. This is a great opportunity to show case your talent, and give back to your community at the same time. Each mural will be 38" by 74" and will be located in the weight room.

Theme

The YMCA has four core values of Honesty Respect and Responsibility. We are looking to exemplify those character values through two murals in the weight room. The tone of the message should be determined, nurturing, genuine, hopeful and welcoming.

Submissions

All interested artist should submit their design ideas to Megan Leonard no later than 6:00pm on August 31st. All submissions must not be larger than 8.5 by 11, electronic submissions are preferred. Submissions must reflect a fully developed color and design concept. The top four designs will be voted on by the community.



Please send to: Megan Leonard mleonard@ymcasf.org
749 9th Street, SF, CA 94130

Winnings

After completion of the mural each artist will receive a gift card, a promotional piece in the Embarcadero YMCA newsletter, and local Treasure Island Newsletter.



SUMMARY OF JULY GOOD NEIGHBORS MEETING

Presidents Report By Emily Rapaport

Much has happened on the island over the past few months that the whole community can be proud of.

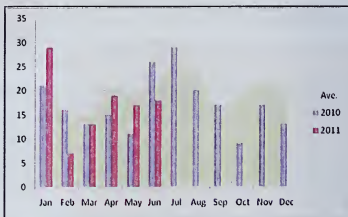
- During the past few months we have seen the installation of "Bliss Dance" – a beautiful sculpture on Ave. of the Palms, that has gained much positive attention for the Island.
- Treasure Island Flea, a professional flea market, opened on the Island on the last weekend of the month. It's free to residents, so be sure to check it out.
- We had our annual "Big 3" Island clean up, which gave residents the chance to do their spring cleaning.
- TI went greener with the distribution of Green bins on each street and household collecting receptacles.
- District 6 Supervisor Jane Kim came out to meet residents.
- The YMCA has offered a number of free activities and classes throughout the previous 4 months.
- The TI Bookmobile established a new location and time for service: Thursdays 1 PM to 7 PM located at the Child Development Center.
- TIDHI has offered a number of classes over the summer in personal finances, and computer training.
- We completed two NERT (Neighborhood Emergency Response Team) training for all Island residents so far this year. The trainings took place at Job Corps. Job Corps was recognized for the changes made to its program. They went from being rated number 96 out of 122 Job Corps Centers nation wide, to being rated the number one center in the country. We have happily noted that the problems associated with Job Corps students have dropped dramatically.
- We co-hosted a general community meeting where we provided Island Facilities Director Mirian Saez with some requests for budgeting items – of significance we were able to get a few streets repaved.
- I have met with Ms. Saez to discuss general concerns of the residents, attended a luncheon with the Police Chief, and represented our group at the Job Corps Community meeting.

- Most significantly though, the development plans for the former base have been signed into law. The next step will be the signing of the Memorandum of Understanding between the Navy and San Francisco. Sometime after that point, development will commence.
- We are planning several block parties in the residential area and are continuing to investigate the possibility of having outdoor movies on the Island

Crime and Safety Report - By Mark Connors

Good Neighbors has crime statistics for the Islands going back to May of 2006. Since 2007 we have seen a slow but steady drop in the average number of police reports generated for each year. We have gone from a high of 22.75/month to the current 17.17/month.

Looking at the chart, you can see the crime reports for this year (in red) are, with the exception of January, below that long term averages shown in green.



A number of factors have contributed to this improvement. Good Neighbors has engaged the community, the housing providers, the police, and TIDA to address crime related issues. All have responded positively and proactively when possible. Residents are more willing to report to the police, and we have a strong commitment from Captain Charlie Orles of Southern Station to have more active enforcement on the islands. The Island community has demonstrated that when we work together in a cooperative manner we are more likely to have a positive outcome.

June, July, and August tend to generate the most number of reports, but so far the statistics are lower than the yearly average. Even with this good news, community members should keep an eye out for each other's safety and keep doors and windows locked – upstairs and down.

Finally, we experienced 14 burglaries in January. It was one of the highest numbers of reports for any month to date. I am happy to say that for the months of February through June we had an average of 1 burglary per month.

AN OUNCE OF PREVENTION...

Summer is here and with the increased heat and daylight hours the overall crime rate in San Francisco increases. Treasure Island is no exception! While our overall crime rate is below the rest of the city, we do experience elevated burglary rates during June and July. Help make this a safer summer by following these simple tips.

- Keep your doors and windows locked and your blinds drawn, even on the second floor.
- Get to know your neighbor -- keep an eye out for each others safety.
- Gifts and valuables should be kept out of sight and away from windows.
- When traveling, ask a neighbor to watch your house. If you have an alarm system, use it! Only tell people you know and trust when you plan to travel.
- Put timers on different lights throughout the interior and exterior of the house.
- Get to know your neighbors and become involved in your community! Contact "Good Neighbors" by visiting www.TreasureIslandSF.org or emailing Good_Neighbors@comcast.net

A Special Note to Parents and Guardians

With school out of session youth have a lot of free time on their hands. Help them have a fun and safe holiday.

-Encourage your child to participate in the Boys & Girls Club, the TI Sailing Center, the YMCA and other programs.

-Know your child's friends and what they are doing. Plan activities with other parents.

-Remind your children that bb or paint guns, fireworks, pocket bikes, or discharging fire extinguishers are dangerous and prohibited on the island.

Parents/Guardians are responsible for the action of their children and their guests. Don't risk your lease with a child's bad behavior.

Look out for your safety and that of your neighbors as well!

**To report a crime
always call the police first!**

For Emergencies or crimes in progress dial 9-1-1
(from a cell dial 415 553-8090)

For Non-Emergencies (415) 553-0123

ANSWERS TO QUESTIONS

The following questions were asked at the Good Neighbors meeting and these are TIDA's responses:

Hose Bibs at vacant units

Request: Removal or disconnect the hose bibs to the vacant units. Residents have observed individuals using the hose bibs to wash the cars, and other items.

Follow up: JSCO to place locks on hose bibs.

Green Bin Cleanup

Request: Residents would like to have the green bins hosed out from time to time.

Follow up: Rubicon will rinse/clean out bins on an as needed basis.

Power washing JSCO Fences

Request: Residents would like advance notice for when JSCO is going to power wash the fences.

Follow up: JSCO will send written notice to tenants for remaining fence washings.

Opt-out for pesticide spraying

Request: Residents want to know if they can opt out of Rubicon spraying pesticides from around their units. Some of them have organic gardens and feel that the pesticides can come through the fence and make their gardens, un-organic.

Follow up: JSCO to work with Rubicon to minimize the use of pesticides near residential units.

Bus stop garbage cans

Request: Residents would like garbage cans at the bus stops.

Follow up: TIDA will survey bus stops and replace missing garbage cans.

Dog waste disposal

Request: Residents would like more doggy bag dispensers in the residential area, and to have the existing one refilled more often.

Follow up: TIDA and JSCO will work with Rubicon to make sure existing dispensers are refilled regularly and Marianne Thompson will work with Good Neighbors to find 3 additional locations.

POCKET BIKE ALERT



Every summer and winter, residents on Treasure Island are disrupted by the sounds, smells and hazards of children riding pocket bikes and gas powered scooters.

Pocket bikes pose a risk to the youth that ride them, cars on the street, and shattering the peace in the neighborhoods, they are also illegal to ride in San Francisco and on Treasure Island. Riders are subject to being fined and their bike being impounded.



TI Book Mobile

The popular SF Public Library Treasure Island bookmobile will moving to a new location and time starting August 4th.

New Location: Parking Lot @ 850 Ave. D
(Treasure Island CDC)

New Time: Thursdays, 1pm-7pm

For additional information, please contact Mobile Outreach Services at 415-557-4346 or email mosmgr@sfgpl.org.



Treasure Island Notary Public

Chad Miller
chadmnatory@gmail.com
(415) 837-8969



Is Your Back Yard Over Grown??

Need help in weeding and bagging your backyard?

Call Nora @ 415-933-5046 or
e-mail normasaldierna@yahoo.com



End of Summer Party

BOYS & GIRLS CLUB Parents and kids are invited to Join us for our club's

End of Summer BBQ/Carnival
Wednesday, August 3rd
3-5 pm

Games, arts & crafts, Hula Hoop contest AND MORE!

The club will reopen for the school year on Monday, August 14, 2011

Call 415-362-1383 for more info
301 12th Street and Ave. E.
ldesilva@kidsclub.org

Want to advertise here?

Affordable rates—Inquire by writing to
Good_Neighbors@comcast.net



Treasure Island Wines

The Original Treasure Island Winery and Tasting Room
Established 2007

Treasure Island Wines

The Original Winery & Tasting Room on Treasure Island
Est. 2007
& emphatically dog friendly...

PRESENTS:
2nd Annual Harvest Howl 2011
Saturday, August 6, 1pm-4pm



A Benefit for the SF SPCA



SAN FRANCISCO
SPCA

"Friendly dogs are encouraged to bring their well behaved humans"



Special 2 for 1 Tickets Available for Island residents
Until August 6
Use code TIK9

\$20 General Admission Ticket Price Includes:
*Wine and Cheese Tasting for those 21 and over
*K9 Obedience and Tricks workshops
K9 Massage by WellDog Bodywork
www.welldogbodywork.com

& MORE ANNOUNCED SOON!

Questions? Email lou@tiwines.com
www.tiwines.com

Cannot attend but would like to make a donation to SF SPCA?

Click Here: <http://www.sfsPCA.org/support/donate>



LOW COST INTERNET ACCESS

Getting connected to the internet can save you time and money. More services are being offered through the Internet as businesses and government agencies are adopting new ways via the Internet and eliminating the "traditional ways" of doing businesses to cut costs, becoming more efficient in how they operate.

Listed below are Internet service providers in the San Francisco Bay Area who are offering low or low introduction rates. The pricing listed are only samples for the month of May, 2011. Check with the provider for the latest rates. You may also be eligible for lower rates if you already are receiving services such as; cable television, cell phone, or land phone services from an Internet service providers.

Service Provider	Rates	Contact Information	Notes
AT&T	\$14.95 for the existing customers who have cell or land phone service with AT&T (see notes)	1 (800) 288-2020 Shopping and ordering att.com	Price good for the first 12 months, \$19.95 there after
AT&T	\$19.95 for new customers (see notes)	1 (800) 288-2020 Shopping and ordering att.com	Price good for the first 12 months, \$35 there after
Comcast	\$29.95 for the first 6 months, \$44.95 there after	1 (800) 266-2278 comcast.com	
Sonic.net	\$14.95 for the first 12 months, \$29.95 there after	1 (707) 547-3400 Sales and Customer Support sonic.net	
DSL Extreme	\$14.95 for 12 month contract	1 (866) 243-8638 Sales and Information dslextreme.com	



VOYAGERS MAKE HISTORIC JOURNEY ACROSS THE PACIFIC OCEAN RAISE AWARENESS FOR ENVIRONMENTAL ISSUES

San Francisco, CA (July 19, 2011) - In April, 2011 seven traditional Polynesian ocean-going canoes (vakas) set sail across the Pacific Ocean on a historic expedition. The double-hulled vakas, crewed by a pan-Pacific network of Voyagers from Aotearoa (New Zealand), Cook Islands, Fiji, Samoa, Tahiti, Papua New Guinea, Solomon Islands, Kiribati, Vanuatu, and Tonga, will travel 15,000 nautical miles by celestial navigation propelled by the wind and sun, using solar electrified motors. This journey reconnects the crews with their ancestors and their environment, while raising awareness for the issues threatening our greatest ocean - the Pacific. On August 7, 2011, six of the vakas will land in San Francisco for a week of events that will celebrate these voyagers not only as sailors, but as stewards. Drawing on the lessons of their past to propel us all forward, these navigators are charting a bold new course, steering us all toward a sustainable future.

WHO:	6 Vakas with 16 member crews from Aotearoa, Cook Islands, Fiji, Hawaii, Pan Pacific, Samoa and Tahiti.	
WHAT:	Meet and Greet with the Crews and Welcome Ceremony. Learn about environmental issues threatening the Pacific Ocean and the ancestral history that brought the Pacific Voyagers to the U.S.	
WHEN:	Meet and Greet: August 6, 2011, 10am -4pm	Welcome Reception: August 7, 2011, 1pm
WHERE:	Treasure Island Building, 180 Lot California and Avenue C	

The current state of the Pacific Ocean's environment impacts not only the Pacific Voyagers, but all of us in real ways. The Pacific Ocean sustains livelihoods, supports enormous biological diversity, and hosts complex ecosystems. The ocean-based economies produce a wealth of resources for over 3 billion people in 56 Pacific Island and Pacific Rim countries and territories. Through trade links and consumption, this network of islands affects billions more around the globe. As the engine of our planet, the Pacific is our breath, our life, our future. The message these voyagers carry is that we are all in one canoe, and together we have the power to shift tides.

You can follow the vakas via the official voyage and project website at www.pacificvoyagers.org.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

GET MORE FROM YOUR WORKOUT

Group Exercise
TREASURE ISLAND YMCA

20 Minute Cardio Class
Wednesday
6:30pm - 6:50pm
Open to all fitness levels
Free



For more info contact:
Megan Leonard, TI Coordinator
E: mleonard@ymcasf.org
P: 415 765 9037

TREASURE ISLAND FLEA



Saturday August 27 & Sunday August 28

On the Great Lawn

9 am-4 pm

Residents show your ID for free entry

Treasure Island Flea is owned and operated by The Marin County Flea Market LLC., a privately held company, co-founded by Angie & Charles Ansanelli, with offices located in Novato, California. The company is committed to bringing a quality open-air market to Treasure Island where families and friends can gather and enjoy shopping for unique one-of-a-kind items.

Treasure Island MarketPlace can be contacted at Info@TreasureIslandFlea.com or 415.898.0245.

Jane Kim

DISTRICT 6 SUPERVISOR

There will be no August office hours

Visit Supervisor Kim's webpage at www.sfbos.org



E-mail Updates from Good Neighbors

Good Neighbors sends out at least one email per month containing the community newsletter and sometimes more. If you would like to get these updates, please write to:

Good_Neighbors@comcast.net. Your information will be treated as confidential and your address will not be shared with others.

To ensure that future announcements from Good Neighbors of Treasure Island and Yerba Buena Island are delivered to your inbox (not your bulk folder), please add **Good_Neighbors@comcast.net** to your address book.

If you have already signed up but are not getting announcements, please check your SPAM filter.

NOTE: Signing up on the list does not make you a member. To become a member, please visit **TreasureIslandSF.org** and complete an online membership application.



Peace of Mind?



Get an ADT security system with **FREE** installation & activation.

You may also get a discount on your renter's insurance.

Costs are a \$50/year alarm license* to City of San Francisco and \$43/month to ADT for the standard system.

You get: Keypad, 2 door/window sensors, 1 motion detector, 1 remote control, indoor audible alarm, 2-way voice communication, Smartphone, 24-hour battery backup, yard signs and window decals.

Call Rico Sanchez (650) 290-4590 or email rcsanchez@adt.com.

* Pro-rated by quarter if you buy after March.

Worth Every Penny.



Concerned About Your Financial Future?

Visit The Business Assistance Center (BAC)

@ Ship Shape Building located at 850 Avenue I

Monday - Thursday
9 am - 5 pm

Contact Sherryl Morris-ESSP Coordinator
smorris@tihdi.org or 415-986-4810

Free Credit Report &

FICO Score

Credit Counseling

Second Chance Banking

Financial Coaching

Child Support Referral

Bankruptcy Referral

Individual Development

Assistance Referral (IDA)

Computer Classes

Tax Preparation



TIHDI

Treasure Island Homeless Development Initiative

We're on the web!
www.TreasureIslandSF.org

HOW TO SUBSCRIBE

Anyone can subscribe to this FREE newsletter by sending your request to:

Good_Neighbors@comcast.net

Please encourage your housemates, neighbors, and others interested in Treasure Island to sign up.

Or, residents of the Villages, can also send an email to:

Villages@JSCO.net

With the subject "Email Notices Sign-up" and include your name, address and contact info. Staff will verify the information, then send the latest community news.



Next Quarterly Meeting

Saturday, November 12
Shipshape
11 am-1 pm

Call (415) 520-6653

THHD



2011 Workshop Schedule

ECONOMIC SELF SUFFICIENCY PROGRAM

All workshops held on the **2nd
Wednesday** of the month from 6:00pm-
8:00pm unless noted with an asterisk*

SPECIAL POINTS OF INTEREST:

- FREE!
- REFRESHMENTS SERVED!

• Location:
Ship Shape Building
850 Ave. I

• Pre-registration is
Required!

Call or email Sherry
or Lanb

(415) 984-4810
smorris@thhd.org
lhanson@thhd.org

PLEASE NOTE:

- Workshops with
the same name will
have the same infor-
mation, do not sign
up for two of the
same workshops.

July

*Monday, July 11th,
6:00pm-8:00pm
**Asset Building
Workshop**

August

August 10,
**Credit Building
Workshop**

September

September 14
**Asset Building
Workshop**

October

October 12th
**Credit Building Work-
shop**



Fun, Free, Informative
Workshops! Call now to
sign up!

November

*Monday, November 14th,
6:00pm-8:00pm
**Asset Building Work-
shop**

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organic
fruit & veg
boxes

home delivered to:
sf & bay area



Albert & Eve delivers organic fruit & vegetable boxes to your door!

- Five reasons to join today & eat with your season:
- Customize your box every week!
- Save up to 30% on organic produce
- Free weekly home delivery
- High quality organic fruit & vegetables
- No commitment

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Pavilion by the Bay Wedding by Michele M. Waite

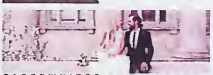
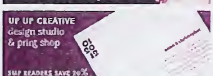
July 29th, 2011 by [Emilia Jane](#) | [Filed Under: »](#) | [2 comments](#)[Like](#)

1

[Search](#) [Categories](#) [Tags](#) [Archives](#)

Everything about this gorgeous San Francisco wedding by Michele M. Waite is simply enchanting. And no wonder with the stellar team of vendors that brought all the magic to life. Steering the coordination ship was [Sitting in a Tree Events](#) who has whimsy shooting out of their fingertips at all times. With their eye for design and the breathtaking blossoms by [Birch SF](#), a beautiful little indoor wonderland, with a touch of modern sophistication, was created for the lovestruck bride and groom. [Frolic over to the full gallery to see even more!](#)







blaine



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Erin



JJ



Joana



Weddings by the Bay



Brooke Paine



Alex



Stephanie



Michelle

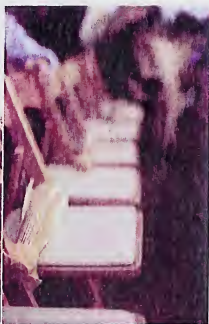


Ewing



Christina

Facebook social plugin















[Click here to see the entire gallery of images!](#)

From Sitting in a Tree Events... *Classic San Francisco, with modern touches. That's the perfect way to describe Hillary and Brandon's amazing Treasure Island wedding. With the view of San Francisco's skyline in the background, these two wed with their wonderful family and friends surrounding them. From the moment we met this adorable couple, we knew it would be a pleasure to work with them. Their style was just SO us. A blend of modern elements with organic touches. Hillary was just as excited as we were about the wedding design elements, so pulling this off was a perfect collaboration. We worked with the awesome Torryne from Birch. She put together the most amazing flowers that decorated the tables along with fresh lemons and books.*

Tying into that old San Francisco feel, the bride and her dad surprised all of the guests by pulling up to the ceremony in the most gorgeous vintage car. It was the perfect beginning to a perfect evening! As the night continued, Michele Waite and her husband were working the dance floor taking the most amazing photos. Their photos truly speak for themselves. We are in awe! And can we pretty please talk about their off-the-chain band? They seriously kept everyone on the dance floor the entire night. We even had to get the bus driver to stay on an extra hour, because the guests didn't want to leave. In our books, that's definitely the sign of a fab wedding.

We've now become lifelong friends with this couple, and we couldn't be happier. They were a complete pleasure to work with and we couldn't be more excited to share their day with everyone!

Venue: Pavilion by the Bay / Wedding Photography: Michele M. Waite / Catering: Wine Valley Catering / Wedding Coordination: Sitting in a Tree Events / Wedding Videography: Shaktiwell Studios / Band: JJ Demand / Floral Design: Birch SF / Lighting: Hatfield & Walker / Hotel: The Palace Hotel / Hair: Janelle O'Brien / Make-up: Carly Petrone / Stationery: Ollie Ollie Press

Michele M. Waite Photography is a member of our Little Black Book. For more information on how members are chosen, [click here](#).

4

22

Share 17

7 Comments about "Pavilion by the Bay Wedding by Michele M. Waite"

elsla j says:

July 29, 2011 at 10:33 am

love the vintage car and floral arrangements!

Rachel Yatem says:

July 29, 2011 at 10:43 am

Such a beautiful wedding! I love the willow and soft feel.

Treen Trunk Monk says:

July 29, 2011 at 12:11 pm

This wedding screams fun and class. The city backdrop cannot be more cool. Great job Sitting in a Tree, Michele and Birch.

LoveBoxes says:

July 29, 2011 at 12:54 pm

every detail glorious. I love the necktie and the care and the bouquet and all the white with the tables... love it!

David Hodges says:

July 29, 2011 at 4:22 pm

Love the car... and the couple. What a beautiful event.

Savannah (Pearls and Pages) says:

August 3, 2011 at 5:28 am

Oh what beautiful, fine details! The auto shot-- classic!

The French Bouquet: European-Inspired Wedding Florals

heather says:

August 8, 2011 at 9:37 pm

so please tell us - who was this awesome band??!

Leave a Reply

[] Name (required)

[] Email (will not be published) (required)

[] Website

Submit Comment

« Wagga Wagga Wedding by Helenie Lindblom
Photography

Santa Monica Wedding by Dori Eylon
Photography »

Style Me Pretty Network

LOCAL BLOGS WITH MORE UNIQUE IDEAS, VENDORS AND REAL WEDDINGS IN YOUR AREA...

Style Me Pretty



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2. San Diego Wedding by Cap ..
3. Bald Head Island Wedding ..
4. Solage Calistoga Wedding ..
5. Glen Haven Wedding by Br ..

Destination



1. GARDEN PAVILION WEDDING ..
2. Puerto Vallarta Wedding ..
3. Bilocacao Beach Club Wedd ..
4. Jaiinga Country Lodge We ..
5. Style Me Pretty Destin ..

Australia



1. BAROSSA VALLEY WEDDING B ..
2. Sergeants Mess Wedding b ..
3. Mt. Eliza House in King' ..
4. Style Me Pretty Australi ..
5. Carron Hall Wedding by F ..

Canada



1. CLUB ITALIA BANQUET CENT ..
2. Oh So Chic Celebrations ..
3. Ancaster Mill Wedding by ..
4. DIY Rustic Wedding by KT ..
5. Style Me Pretty Canada W ..

Florida



1. INTERLACHEN COUNTRY CLUB ..
2. Miami Engagement Session ..
3. The Abbey and The Mezz W ..
4. The Verandah River House ..
5. Style Me Pretty Florida ..

Georgia



1. THE SAVANNAH GOLF CLUB W ..
2. Madison Oaks Inn and Gar ..
3. Park Tavern Wedding by c ..
4. Harper Fowlkes House Wed ..
5. The Peachtree Club Wedd ..

Illinois



1. HARD ROCK HOTEL, CHICAGO ..
2. Sonia Roselli Makeup Tut ..
3. Room 1520 Wedding by Nik ..
4. Heesler Grove Barn Weddi ..
5. Style Me Pretty Illinois ..

Massachusetts



1. BOSTON LONG WILARF MARRI ..
2. Falmouth Engagement Seis ..
3. The Harvard Club of Bost ..
4. Nantucket Wedding by Sol ..
5. Style Me Pretty Massachu ..

New York



1. THE TUXEDO CLUB WEDDING ..
2. Park Country Club Weddin ..
3. Stuzken Meadow Park Weddi ..
4. Jungle Design NYC Weddin ..
5. Style Me Pretty New York ..

Texas



1. HAMILTON TWELVE WEDDING ..
2. River Oaks Country Club ..
3. Galveston Artillery Club ..
4. Austin Hill Country Wedd ..
5. Style Me Pretty Texas W ..

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Volume 3, Issue 7
July 2011

This newsletter was prepared
By Good Neighbors of Treasure
Island and Yerba Buena Island
under consultation with:
Treasure Island Development Authority;
and Mirian Saez,
Director of Island Operations

NEWS

INSIDE THIS ISSUE:

<i>A Little Bit of Bliss</i>	3
<i>GN Meeting</i>	3
<i>Parking</i>	4
<i>Navy Cleanup</i>	5
<i>Office of Prevention</i>	6
<i>Job Corps</i>	8

UPDATE: DEVELOPMENT OF TREASURE ISLAND/YBI MOVES FORWARD

By Mark Connors

On May 11, the Board of Supervisors Budget & Finance Committee voted to move several of the project's transaction documents to the full Board of Supervisors (BOS) for consideration.

It should be noted that District 6 Supervisor, Jane Kim, has worked with Assembly member Tom Ammiano to introduce legislation at the State level to restore the originally proposed 30% affordable housing stock that was reduced to 25% due to a change in financing mechanisms as a result of Governor Brown's stated plans to dismantle redevelopment agencies. The change in financing was necessary to assure that the project continues to move forward.

On June 7th the San Francisco Board of Supervisors voted unanimously to uphold the Environmental Impact Report (EIR) certified by the Planning Commission and to approve the transaction and entitlement documents. The Board met again on June 14th and made a final procedural vote to approve the final transaction and entitlement documents.

Continued on page 8

TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted by the 10th of the month prior to publication for consideration. Email

Good_Neighbors@comcast.net

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

EASTBOUND DETOUR COMPLETED— WILL ALLOW BAY BRIDGE TO OPEN AHEAD OF SCHEDULE

One Detour Down, One to go

Early Sunday morning on May 29, crews completed their work and all eastbound traffic was shifted on a new detour near the Oakland Toll Plaza. A westbound detour will be put into service in early 2012. Together these detours will move traffic out of the path of future construction and will allow work on the Oakland Touchdown section of the new East Span to be completed ahead of schedule. For more information visit BayBridgeInfo.org/otd_detour.

Cable Saddle Now In Place On SAS Tower

The latest tower section to be placed on the SAS has the distinction of being the world's largest cable saddle. On May 19, this 450-ton double steel cable saddle was lifted to the top of the tower, which will be nearing completion after the placement of the cable and the tower head. For more information about the SAS Tower, visit BayBridgeInfo.org/projects/sas-tower.

Try It Before You Drive It

Take a practice drive in stunning 3D on the new eastbound approach into Oakland before you start your vehicle with the Bay Bridge Explorer. This new mobile app drops you into the driver's seat and lets you cruise on the new East Span of the Bay Bridge while construction is underway. See how your drive across the Bay Bridge will change as we prepare to open the bridge in 2013. Bay Bridge Explorer is available in the App Store on iTunes.

July 2011

SUN	MON	TUE	WED	THU	FRI	SAT
 It is illegal to possess or discharge fireworks of any kind in the City of San Francisco throughout the year, including the 4th of July. The law will be strictly enforced. Vehicles parked on the grass, in the fire lanes, or in residential parking spots that are not theirs will be towed at the owners expense.					1	2
	3	4	5	6	7	8
						9
10	11	12	13	14	15	16
			TIDA Board Meeting 1:30			 
17	18	19	20	21	22	23
			Southern District Police Meeting			
24	25	26	27	28	29	30
						TI Flea Market
31						
TI Flea Market						

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400. For more information, visit www.SFTreasureIsland.org

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on the first Tuesday of each month 6:00 PM - 8:00 PM. Meeting locations vary. Check the agenda posted on www.SFTreasureIsland.org (These meetings are on hold)

The Community meeting is the third Wednesday of every other month (every even numbered month), 6:30 PM at Shipshape

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to my newsletter, please send an e-mail to sfndssouthernstation@sfgov.org. All are encouraged attend!

A LITTLE BIT OF BLISS

By Emily Rapaport

The month of May was a busy one for TI/YBI. There was a soft opening of a new restaurant; an unveiling of a sculpture on the great lawn, and a new flea market. For those of you who do not know it yet TI/YBI is coming up in the world. We now have two and a half places to eat right here and we have art with a view!

The two and a half restaurants on TI/YBI are, the Fine Dining Restaurant at the Treasure Island Job Corps. (Open for lunch most Tuesdays through Thursdays). Our "go to" place for the last couple of years has been (and remains) The Treasure Island Bar and Grill. (Open Daily from 10 AM to 8 PM) As of a couple of months ago we got a really lovely surprise, a new place to dine here on TI/YBI. The Oasis Café is located in the old Nimitz Conference Center. (Open Daily from 11:00 AM to 9:00 PM) They are applying for a liquor license and will have dinner seating in the bar.

On May 26, 2011 we had the soft opening of the Oasis Café. Owner Ebrahim Pakzad restored the old navy officers club to its former glory. The place looks beautiful and the food was great. There was live music, and they showed off a number of wines from our local (Island) wineries and it was a wonderful evening.



The second event of the evening was the official launch of the sculpture "Bliss Dance" by Bay Area artist Marco Cochrane who was on hand for the installation and inauguration on the Great lawn. Mayor Edwin M. Lee was present for the gala Burning Man style event and as the sun set, the lights were switched on to rounds of applause. She will be here for our viewing pleasure until October, 2011 or longer depending on funding.



On Memorial Day weekend we had a very successful professional flea market

which will occur monthly on the last weekend of the month. TI/YBI residents get in for free. There is a wide range of goods being sold at the flea market. Multi national foods can be purchased and there are jewelry makers, antique sellers and individuals selling their wares.

GOOD NEIGHBORS QUARTERLY MEETING— July 16



Good Neighbors is an association of residents, agencies, companies and individuals living and/or working on Treasure Island and Yerba Buena Island. As individuals and neighborhoods, we are dedicated to improving our personal and communal lives. We do this by providing information, advocacy, events and activities which promote safety, emergency preparedness, and social networking to assist in building relationships across populations on the islands.

We value respect, tolerance, working toward the public good, individual initiative, and are supportive towards the common goals of the community. We encourage the empowerment of individuals who care about the community and strive to act collectively towards the greater good.

When: Saturday, July 16

Time: 11 am—1 pm

Where: The Shipshape Building

Please RSVP by emailing Good_Neighbors@comcast.net Or call 415-520-6653

PARKING ON THE ISLAND

In the 2011 Quality of Life Survey we learned that a significant number residents indicated they are satisfied to very satisfied with the amount of parking, parking available for guests, and respect for parking rules by other residents. That is great news, but there is also room for improvement.

In an effort to protect property, enhance public safety, prevent illegal parking and remove abandoned vehicles, the Treasure Island Development Authority (TIDA) adopted these Parking Program Rules and Guidelines ("Parking Rules"), effective March 1, 2009.

PARKING PROGRAM RULES AND GUIDELINES

- Vehicles of residents and commercial tenants parked on Treasure Island and Yerba Buena Island must display a valid Parking Identification Decal.
- The John Stewart Company (JSCO) will issue Parking Identification Decals to Treasure Island Villages tenants. The Treasure Island Homeless Development Initiative (TIHDI) will issue Parking Identification Decals to its member organizations for distribution to TIHDI residents.
- Visitor Parking Passes for up to 30 days may be issued by the John Stewart Company, TIHDI member organizations. Residential Visitors who park without a Visitor Parking Pass are allowed only in designated Visitor spaces for up to 72 hours.
- Any vehicle parked on Treasure Island or Yerba Buena Island in excess of 72 hours without the required Parking Identification Decal or Visitor Parking Pass is subject to citation and tow.
- Vehicles without a Visitor Parking Pass that are parked in Visitor spaces in excess of 72 hours are subject to citation and tow.
- Parking in or blocking designated Disabled spaces is strictly prohibited.
- Parking of recreational vehicles such as jet skis, boats, trailers, recreational vehicles and mobile homes is not permitted on Treasure or Yerba Buena Islands.
- Parking areas will be monitored on a regular basis. A Warning Notice may be posted on vehicles illegally parked. Vehicles that are not moved after being warned will be towed.
- All vehicles parked on the Island must be operable. The vehicles must not lack engines, transmissions, wheels, tires, doors, windshields, or any other major part or equipment necessary to operate safely on the roadways. All vehicles must have a valid license plate and current registration.
- Parking in driveways and carports is permitted if the vehicle does not block sidewalk access for pedestrians.
- Vehicles weighing more than 6,000 pounds are prohibited in the residential parking areas with the exception of the period necessary for move-ins and move-outs.
- All vehicles must be parked in compliance with posted signage.
- Vehicles parked next to a red curb, in a fire-lane or in front of fire hydrants will be towed immediately.
- Parking in a space that has been assigned to another residential unit is prohibited.
- Parking on lawns or landscaped areas is prohibited.

Parking Rules Highlights

- ⇒ Have your car registered and in working order.
- ⇒ Get your parking decal.
- ⇒ Don't park in other units, visitor, or handicapped parking spots.
- ⇒ Get visitor parking passes for your guests.
- ⇒ If its against the law in San Francisco, its against the law here.

- Performance of mechanical work on vehicles is prohibited on Treasure Island and Yerba Buena Island.
- Vehicle washing is prohibited on Treasure Island and Yerba Buena Island, except in the designated car wash area.
- TIDA is not responsible for any fire, theft, damage or loss to vehicles or items left in vehicles while parked on Treasure Island and Yerba Buena Island.
- TIDA may amend these Parking Rules at any time at its sole and absolute discretion.

What to do if someone is parking in your space? Call your housing provider office to report the problem. If someone is parking in your space after hours, call the after hours number. You will need to provide a description of the car, including license plate and you will need to be present when they send someone out to tag the car.

Concerned about overstay of parking in visitor parking? Some households take advantage of the visitor parking by parking multiple cars in their unit's guest parking. If this is happening in your building, Notify your housing provider with the same information as listed above.

A special note about handicap parking – By law it is illegal to park in a handicap parking spot without displaying a valid placard. As in other parts of the city the police will and do enforce this law.

UPDATE ON THE NAVY CLEANUP PROGRAM

By Jim Sullivan, Navy

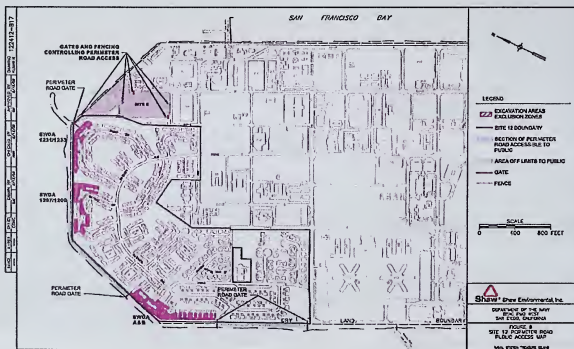
The Navy and their contractors continue investigation and environmental cleanup at locations on Treasure Island.

Property Transfer: The Navy environmental team is working on documents to support the transfer of portions of Treasure Island and Yerba Buena Island. The primary document is the Finding of Suitability to Transfer (FOST). Two previous FOSTs were completed in 2006 for portions of TI and YBI. The new 2010 FOST will include additional property where cleanup has been completed or where it has been determined that no cleanup is required. Updates on environmental documents for transfer will be presented at the August 17th 2010 Restoration Advisory Board (RAB) meeting and future RAB meetings.

TI Housing Area (Site 12): Soil excavation continues in the Westside Drive area, and is expected to continue through at least the end of 2010. Additional project updates will be provided at the RAB meetings.

The Navy study to treat arsenic in groundwater near the corner of Westside Drive and Gateview Avenue continues. Due to the unexpected discovery of some diesel fuel floating on the surface of the groundwater in this area, the Navy is investigating the extent and options for removal of the diesel. The diesel has to be removed before the arsenic treatment can be started. The groundwater and diesel are approximately four feet below ground surface so it is not a hazard to residents. (Groundwater is not used for drinking water at TI and YBI. All drinking water is supplied by pipeline from San Francisco.)

Perimeter Road/Path: Due to ongoing Navy cleanup work, two sections of the Perimeter Path remain closed until cleanup work is complete. The Perimeter Path is open to foot traffic from the south to the Westside Drive/Lester Court excavation, where it is then fenced off. The path is open to foot traffic north of Lester Court and east all the way to Avenue M including the boat ramp area.



Perimeter Path Public Access shown in blue.

Site 31 Former South Storage Yard: This site includes a portion of the south schoolyard area of the former TI elementary school and 11th Street between Avenue D and Avenue E. Soil excavation work continues and is expected to be completed later this year. The intersection of 11th Street and Avenue E is temporarily closed.

Continued on page

AN OUNCE OF PREVENTION...

Summer is here and with the increased heat and daylight hours the overall crime rate in San Francisco increases. Treasure Island is no exception! While our overall crime rate is below the rest of the city, we do experience elevated burglary rates during June and July. Help make this a safer summer by following these simple tips.

- Keep your doors and windows locked and your blinds drawn, even on the second floor.
- Get to know your neighbor -- keep an eye out for each others safety.
- Gifts and valuables should be kept out of sight and away from windows.
- When traveling, ask a neighbor to watch your house. If you have an alarm system, use it! Only tell people you know and trust when you plan to travel.
- Put timers on different lights throughout the interior and exterior of the house.
- Get to know your neighbors and become involved in your community! Contact "Good Neighbors" by visiting www.TreasureIslandSF.org or emailing Good_Neighbors@comcast.net

A Special Note to Parents and Guardians

With school out of session youth have a lot of free time on their hands. Help them have a fun and safe holiday.

-Encourage your child to participate in the Boys & Girls Club, the TI Sailing Center, the YMCA and other programs.

-Know your child's friends and what they are doing. Plan activities with other parents.

-Remind your children that bb or paint guns, fireworks, pocket bikes, or discharging fire extinguishers are dangerous and prohibited on the island.

Parents/Guardians are responsible for the action of their children and their guests. Don't risk your lease with a child's bad behavior.

Look out for your safety and that of your neighbors as well!

To report a crime
always call the police first!

For Emergencies or crimes in progress **dial 9-1-1**
(from a cell dial 415 553-8090)

For Non-Emergencies (415) 553-0123

Navy Updates— continued from page

Site 32 Former Training and Storage Area: This site is east of the wastewater treatment plant along the east shore of the island. The soil excavation and backfill is complete, and the area has been reseeded with a wildflower mix.

Site 33 Waterline Replacement Area: This site is located in the south-east portion of TI between 3rd and 5th Streets east of Avenue H. Later this year the Navy will be conducting a soil excavation similar to the cleanup project at Site 31.

Building 233 Demolition: Later this summer the Navy will conduct a radiological screening and demolition of Building 233, located along Avenue M at 4th Street. Building 233 was a Navy training building and the site of a 1990 spill of a vial of radium salts in a classroom.

Other Ongoing Cleanup Projects: There are two ongoing groundwater cleanup pilot projects: at Site 21 near the TI Sailing Center at Pier 12, and at Site 24 on the east side of the island.

Where You Can Get More Information: Copies of documents are available for review at the Information Repository at: San Francisco Public Library, Government Publications Section, 100 Larkin Street, San Francisco, California. (415) 557-4400 and the Navy BRAC Caretaker Site Office, 410 Palm Ave, Building 1, Room 151 on Treasure Island, (415) 743-4729. Select documents are also available on the Navy's website.

If you have any comments or questions, please contact James Sullivan at (619) 532-0968 or send an e-mail to james.b.sullivan2@navy.mil. You can also attend the bi-monthly Restoration Advisory Board (RAB) meetings to get updates on Navy cleanup projects at TI and YB. All RAB meetings are public meetings. Everyone is welcome! The next RAB meeting is Tuesday August 17th at 7:00 pm at the Casa de la Vista.

Newsletters and Information Sheets will also be mailed out periodically by the Navy.

Please visit the Navy website at www.bracpmc.navy.mil

POCKET BIKE ALERT



Every summer and winter, residents on Treasure Island are disrupted by the sounds, smells and hazards of children riding pocket bikes and gas powered scooters.

Pocket bikes pose a risk to the youth that ride them, cars on the street, and shattering the peace in the neighborhoods, they are also illegal to ride in San Francisco and on Treasure Island. Riders are subject to being fined and their bike being impounded.

TREASURE ISLAND BOOKMOBILE

The popular SF Public Library Treasure Island bookmobile will moving to a new location and time starting August 4th.

New Location: Parking Lot @ 850 Ave. D
(Treasure Island CDC)

New Time: 1pm-7pm

For additional information, please contact Mobile Outreach Services at 415-557-4346 or email mosmer@sfpl.org.



San Francisco Public Library

Sfpl.org

ASSET BUILDING SEMINAR

Let's Talk Benjamin! \$\$\$

The Economic Self-Sufficiency Program (ESSP) is Hosting An Asset Building Seminar on Monday, July 11th 6 pm to 8 pm

There will be raffle prizes and food, but please, Please Register today by calling 415-986-4810

LEARN TO SKATEBOARD AT THE YMCA

Carve

Grind

Shove It

Learn to skateboard at the Y

When: Fridays 2:30-4:30 pm

Where: 749 9th Street—TI Gym



FREE

Ramps, skateboards and helmets provided.
Open to all experience levels

Must be a TI YMCA member or Boys and Girls club member
415-765-9037



Treasure Island Wines

The Original Treasure Island Winery and Tasting Room
Established 2007

Treasure Island Wines

The Original Winery & Tasting Room on Treasure Island

Est. 2007

& emphatically dog friendly...

PRESENTS:

2nd Annual Harvest Howl

Saturday, August 6, 1pm-4pm



A Benefit for the SF SPCA



SAN FRANCISCO

SPCA

"Friendly dogs are encouraged to bring their well behaved humans"

Special 2 for 1 Tickets Available Until June 20, 5PM

\$20 General Admission Ticket Price Includes:

*Wine and Cheese Tasting for those 21 and over

*K9 Obedience and Tricks workshops

K9 Massage by WellDog Bodywork

www.welldogbodywork.com

& MORE ANNOUNCED SOON!

Questions? Email lou@tiwines.com

www.tiwines.com

Cannot attend but would like to make a donation to SF SPCA?

Click Here: <http://www.sfspca.org/support/donate>

Development Continued from page 1

Mayor Ed Lee signed the authorizing legislation on June 15th. The Disposition and Development Agreement (DDA) and the Transition Housing Rules and Regulations, which outline the transition housing benefits for eligible households, are expected to become effective shortly. Although eligible households will not receive benefits until asked to move, it is important to be in good standing and maintain good standing with your landlord throughout the interim period. Except for residents of YBI, moves are not anticipated for at least several years.

What is next? The City and the Navy must sign an official Memorandum of Understanding (MOU) which, among other things, defines the financial obligations of the City to the Navy and how property will be transferred from the Navy to the city. The earliest this is expected to happen is December, 2011.

To review the transition document visit www.SFTreasureIsland.org (click here if you are viewing this electronically) To see a summary presentation made to the TIDA Board, [click here](#).

For questions about the project, please call the Treasure Island Information Hotline at (415) 554-6129.

Parking continued from page 4

What can you do if you get a parking ticket or traffic violation but can't afford to pay?

The Project 20 Fine Alternatives program is for people who cannot afford to pay their parking tickets or traffic violations. People are assigned community service hours in lieu of paying.

Project 20 serves the City and County of San Francisco. All clients must have a referral from either of these departments to participate in Project 20. Out-of-county cases require a referral from the California League of Alternative Service Programs.

For Parking Tickets: Clients are referred from the Department of Parking and Traffic. DPT is located at 11 South Van Ness Ave., (415) 701-3000.

For Traffic Violations: Clients are referred from the Traffic Division at the Hall of Justice, 850 Bryant Street, Room 101.

For more information Visit

www.sfpreftrial.com/project20.html



Treasure Island Notary Public

Chad Miller
chadmnotary@gmail.com
(415) 837-8969

JOB CORPS UPDATE

On Saturday, May 28th City College of San Francisco (CCSF) conducted their GRADUATION for the class of 2011. On this special day, our very own trainee, Precious Young received her Associate of Science in Administration of Justice! Precious was a former Security Trainee and entered the ACT College Program 2 years ago. Precious recognized that TIJCC would cover her living expenses while enrolled in ACT, and used her time wisely by dedicating herself to her academics! Essentially ACT almost acts like a scholarship for committed students like Precious. Those 2 years she invested in her future had really paid off, as she will be entering the Air Force with higher ranks with her A.S. degree! She has demonstrated outstanding CAREER & PERSONAL PLANNING exemplified in her journey here at TIJCC! The distinguished keynote speaker for Precious' graduation was Democratic Leader of the House of Representatives, Nancy Pelosi! Congratulations Precious, we are excited for your BRIGHT FUTURE!

<http://www.ccsf.edu/News/graduation.htm>



3RD ANNUAL NATIONAL NIGHT OUT AGAINST CRIME ON TREASURE



When: Tuesday, August 2, 2010

Time: 6 pm - 8 pm

Where: Mariner and Gateview Ave. Across from Northpoint Drive

Free Food and Drinks, Police, Displays, Giveaways, K-9, Fun for the whole Family, Police motorcycles

Sponsored by SFPD, TIDA, Good Neighbors, Catholic Charities, SFSafe



TIHDI

Concerned About Your Financial Future?

Visit The Business Assistance Center (BAC)
@ Ship Shape Building located at 850 Avenue I

Monday - Thursday
9 am - 5 pm

Free Credit Report &

FICO Score

Credit Counseling

Second Chance Banking

Financial Coaching

Child Support Referral

Bankruptcy Referral

Individual Development

Assistance Referral (IDA)

Computer Classes

Tax Preparation

Contact Sherryl Morris -ESSP Coordinator
smorris@tihdi.org or 415-986-4810



TIHDI

Treasure Island Homeless Development Initiative

TIHDI
Presents

Basic Computer Class

July Schedule:

- This class is meant for those with little to no experience with computers.
- There is Basic I, II and III. Take the classes in order.
- In July, we will offer Basic I and II. Starting in August, we will additionally be offering Basic III.

Mondays 3pm-5pm:

11th: Basic I
18th: Basic II
25th: Basic I

Wednesdays

1pm-3pm:

6th: Basic I
13th: Basic II
20th: Basic I
27th: Basic II

Call to sign up
for this workshop today,
space is limited!

Workshops subject to
cancellation if not
enough participants sign
up. Facilitator will call
the phone number you
provided if workshop is
cancelled.



HELDDAT:

TIHDI

RAC @ Ship Shape
850 Avenue I Bldg 497
San Francisco, Ca 94130

Contact: Lani Hanson
Phone: 415-986-1810
Fax: 415-986-1810
lhanson@tihdi.org

Firework Schedule for July

Date	Time	Location	Sponsor
July 4, 2010	9:15-9:30 PM	Sausalito	Sausalito
July 4, 2010	9:30-9:50 PM	Off PIER 39	City of SF
July 11, 2010	8:50-8:55 PM	Treasure Island	Benchmark Destinations
July 16, 2010	10:00-10:12 PM	China Basin	China Basin



TREASURE ISLAND FLEA



Saturday July 30 & Sunday July 31

On the Great Lawn

9 am-4 pm

Residents show your ID for free entry

Treasure Island Flea is owned and operated by The Marin County Flea Market LLC, a privately held company, co-founded by Angie & Charles Ansaneli, with offices located in Novato, California. The company is committed to bringing a quality open-air market to Treasure Island where families and friends can gather and enjoy shopping for unique one-of-a-kind items. Sorry—no pets allowed.

Treasure Island MarketPlace can be contacted at Info@TreasureIslandFlea.com or 415.898.0245.

Jane Kim

DISTRICT 6 SUPERVISOR

July 2011 Office Hours

Friday, July 8, 2011 - 1:30 pm - 3:30 pm
Location City Hall - Rm 282

Saturday, July 16, 2011 - 11:00 am - 1:00 pm
Location - TBD

Visit Supervisor Kim's webpage at www.sfbos.org



Peace of Mind?



Get an ADT security system with **FREE** installation & activation.

You may also get a discount on your renter's insurance.

Costs are a \$50/year alarm license* to City of San Francisco and \$43/month to ADT for the standard system.

You get: Keypad, 2 door/window sensors, 1 motion detector, 1 remote control, indoor audible alarm, 2-way voice communication, Smartphone, 24-hour battery backup, yard signs and window decals.

Call Rico Sanchez (650) 290-4590 or email rcsanchez@adt.com.

* Pro-rated by quarter if you buy after March.

Worth Every Penny.

E-mail Updates from Good Neighbors

Good Neighbors sends out at least one email per month containing the community newsletter and sometimes more. If you would like to get these updates, please write to:

Good_Neighbors@comcast.net. Your information will be treated as confidential and your address will not be shared with others.

To ensure that future announcements from Good Neighbors of Treasure Island and Yerba Buena Island are delivered to your inbox (not your bulk folder), please add **Good_Neighbors@comcast.net** to your address book.

If you have already signed up but are not getting announcements, please check your SPAM filter.

NOTE: Signing up on the list does not make you a member. To become a member, please visit **TreasureIslandSF.org** and complete an online membership application.

We're on the web!
www.TreasureIslandSF.org

HOW TO SUBSCRIBE

Anyone can subscribe to this FREE newsletter by sending your request to:

Good_Neighbors@comcast.net

Please encourage your housemates, neighbors, and others interested in Treasure Island to sign up.

Or, residents of the Villages, can also send an email to:

Villages@JSCO.net

With the subject "Email Notices Sign-up" and include your name, address and contact info. Staff will verify the information, then send the latest community news.



Next Quarterly Meeting

Saturday, July 16
Shipshape
11 am-1 pm

Call (415) 520-6653



2011 Workshop Schedule

ECONOMIC SELF SUFFICIENCY PROGRAM

All workshops held on the 2nd
Wednesday of the month from 6:00pm-
8:00pm unless noted with an asterisk*

SPECIAL POINTS OF INTEREST:

- FREE!
- REFRESHMENTS SERVED!

• Location:
Ship Shape Building
850 Ave. I

• Pre-registration is
Required!

Call or email Sherryl
or Lani:

(415) 986-4810
smorris@thidl.org
lhanlon@thidl.org

PLEASE NOTE:

- Workshops with
the same name will
have the same infor-
mation, do not sign
up for two of the
same workshops.

July

*Monday, July 11th,

6:00pm-8:00pm

Asset Building
Workshop

August

August 10,

Credit Building
Workshop

October

October 12th

Credit Building Work-
shop



Fun, Free, Informative
Workshops! Call now to
sign up!

November

*Monday, November 14th,

6:00pm-8:00pm

Asset Building Work-
shop

ALBERT & EVE

organic
fruit & veg
boxes

boxes delivered to:
sf & bay area



Albert & Eve delivers organic fruit & vegetable boxes to your door!

- Five reasons to join today & eat with your season:
- Customize your box every week!
- Save up to 30% on organic produce
- Free weekly home delivery
- High quality organic fruit & vegetables
- No commitment

Visit www.alberteve.com



NORTHERN CALIFORNIA COASTAL & SFB

AREA COMMITTEE MEETING

Tuesday, July 19th, 2011, 10:00 - 1200

Point Welcome Room

Coast Guard Island

Alameda, CA 94501

(415) 798-4531

AGENDA

Welcome/Remarks

Captain Cynthia Stowe/CDR Tom Stuhldreier, USCG
LT Brian Arnold, DFG

Safety/ Agenda Review

Jim Pitkin, USCG

Introductions

Committee Members

Coast Guard and State Pollution Response

USCG SSF /OSPR Pollution Response

LT Renee McKinnon, USCG &
LT Brian Arnold, DFG

OSPR update

LT Brian Arnold, DFG

America's Cup Overview

CDR Stuhldreier, USCG

Cal EMA and Unified Command

Bob Butchart, Cal EMA

Sub-Committee and Working Group (WG) Updates

Sensitive Site Strategy Evaluation

Dave Price, DFG- OSPR

Exercises WG

LT Andrew Kennedy, USCG &
Terry Joslin, Blue Water & Associates

Abandoned/Vessel WG

LT McKinnon, USCG

HAZMAT WG

Kathleen Jennings DFG -OSPR

**Central Coast Subcommittee,
Technologies WG**

LTJG James Nunez, USCG

**North Coast Subcommittee
PPOR WG, Training WG**

LTJG Rachel Wellman, USCG

Marinas and Harbormasters WG

Vivian Matuk, BCDC

Volunteer update,

Cindy Murphy, DFG -OSPR

ACP and ICP WGs

Jim Pitkin, USCG

New Business

All Committee Members

Next Meeting Date/Location: Tuesday, September 15, 2011, 1000; Location: TBD

Hetch Hetchy Tap Water

A Drink You Can Depend On

Annual Water Quality Report 2010

San Francisco Public Utilities Commission

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Water quality policies are decided at Commission hearings, held the second and fourth Tuesdays of each month at 1:30 pm at San Francisco City Hall, Room 400. For more information visit www.sfwater.org.

For more information about the contents of this report, contact Michele Liapes, 415-554-3211, mliapas@sfwater.org, or visit us online at www.sfwater.org/quality.

Call 311 to report water issues.



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Dear Customer

We are proud to bring you some of the highest-quality drinking water in the country—pristine Sierra snowmelt from the Hetch Hetchy Reservoir plus waters from protected local watersheds.

In 2010, as in years past, our water met or exceeded federal and state standards for drinking water. This annual Water Quality Report, which the State of California mandates that we send to every customer, contains important information about your drinking water.

This summer we made our great Hetch Hetchy tap water even better by completing California's largest ultraviolet disinfection facility. This project is part of our ongoing \$4.6 billion seismic and reliability upgrade to the Hetch Hetchy Regional Water System that supplies water to 2.5 million people in the Bay Area. I'm proud to report that this program, launched in 2005, is currently under budget and on schedule to meet our 2015 completion date.

All our work ensures that you, our customers, can count on pristine Hetch Hetchy water to start the day, award-winning sewer service to protect the bay, and clean, renewable power to keep the city lights running.

We look forward to reliably serving you in the years to come. Thank you for your continued support.

Ed Harrington

General Manager

Want to learn more about drinking water regulations?

Visit the CDPH website www.cdph.ca.gov or the USEPA website www.epa.gov.

Water Quality:

Contaminants and Regulations

Our Water Quality Division regularly collects and tests water samples from reservoirs and designated sampling points throughout the system to ensure that the water delivered to you meets or exceeds federal and state drinking water standards. In 2010, Water Quality staff conducted more than 92,920 drinking water tests in the transmission and distribution systems. This monitoring effort is in addition to the extensive treatment process control monitoring performed by our certified and knowledgeable treatment plant staff and online instruments.

As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Such substances are called contaminants. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

In order to ensure that tap water is safe to drink, the United States Environmental Protection Agency (USEPA) and California Department of Public Health (CDPH) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. CDPH regulations also establish limits for contaminants in bottled water that provide the same protection for public health. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline 800-426-4791.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally occurring or result from urban stormwater runoff,

industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants, that can be naturally occurring or be the result of oil and gas production and mining activities.



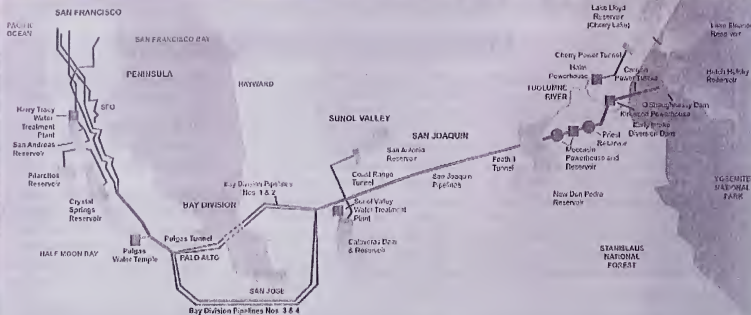
At the Millbrae Water Quality Laboratory research chemist David Mehrkorn tests for minute amounts of organic compounds in a water sample.



Special Health Needs

Some people may be more vulnerable to contaminants in drinking water than the general population. (Immuno-compromised persons, such as those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly people, and infants can be particularly at risk from infections.)

These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline 800-426-4791 or at www.epa.gov/safewater.



Our Drinking Water Sources



We safeguard the pristine quality of our local watersheds.

Protecting Our Watersheds

We actively protect the natural water resources entrusted to our care. Our annual Hetch Hetchy Watershed survey evaluates the sanitary conditions, water quality, potential contamination sources, and the results of watershed management activities with partner agencies (such as the National Park Service and US Forest Service). We also conduct sanitary surveys every five years to detect and track sanitary concerns for the Bay Area watersheds and the approved standby water sources in Early Intake Watershed, which includes Cherry Lake and Lake Eleanor. The surveys identified wildlife, stock, and human activities as potential contamination sources. They are available for review at the CDPH San Francisco District office, 510-620-3474.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, oceans, streams, ponds, reservoirs, springs, and wells. For our system, the major water source originates from spring snowmelt flowing down the Tuolumne River to the Hetch Hetchy Reservoir, where it is stored. This pristine Sierra water source meets all federal and state criteria for watershed protection. We also maintain stringent disinfection treatment practices, extensive bacteriological-quality monitoring, and high operational standards. As a result, the CDPH and USEPA have granted the Hetch Hetchy water source a filtration exemption. In other words, the source is so clean and protected that we are not required to filter water from the Hetch Hetchy Reservoir.

The Hetch Hetchy water is supplemented with surface water from two local watersheds. Rainfall and runoff from the Alameda Watershed - within the greater 128,424-acre Southern Alameda Creek Watershed and spanning more than 35,000 acres in Alameda and Santa Clara counties - are collected in the Calaveras and

San Antonio reservoirs and treated at the Sunol Valley Water Treatment Plant.

Rainfall and runoff from the 23,000-acre Peninsula Watershed in San Mateo County are stored in Crystal Springs, San Andreas, and Pilarcitos reservoirs and treated at the Harry Tracy Water Treatment Plant.

In 2010, the Hetch Hetchy Watershed provided the majority of our total water supply, with the remainder contributed by the two local watersheds.

Treasure Island/Yerba Buena Island Water Quality Data for Year 2010

The table below lists all 2010 detected drinking water contaminants and the information about their typical sources. Contaminants below detection limits are not shown, in accord with the CDPH guidance. The CDPH allows us to monitor for some contaminants less than once per year because their concentrations do not change frequently. We received from the CDPH a monitoring waiver for some contaminants that were absent in the water. For an explanation of the contaminant levels in the columns below, see the list of Key Water Quality Terms on the next page.

DETECTED CONTAMINANTS	UNIT	MCL	PHG OR (MCLG)	RANGE OR LEVEL FOUND	AVERAGE OR [MAX]	MAJOR SOURCES IN DRINKING WATER
TURBIDITY						
For Unfiltered Hetch Hetchy Water	NTU	5	N/A	0.2 - 0.6 ⁽¹⁾	[4.9] ⁽²⁾	Soil runoff
For Filtered Water from Sunol Valley Water Treatment Plant (SWWTP)	NTU	1 ⁽³⁾ min 95% of samples ≤ 0.3 NTU ⁽³⁾	N/A	-	[0.54]	Soil runoff
For Filtered Water from Harry Tracy Water Treatment Plant (HTWTP)	NTU	1 ⁽³⁾ min 95% of samples ≤ 0.3 NTU ⁽³⁾	N/A	98% - 100%	-	Soil runoff
			N/A	100%	[0.19]	Soil runoff
DISINFECTION BYPRODUCTS AND PRECURSOR						
Total Trihalomethanes	ppb	80	N/A	44 - 61	[53] ⁽⁴⁾	Byproduct of drinking water chlorination
Halacetic Acids	ppb	60	N/A	10 - 41	[34] ⁽⁴⁾	Byproduct of drinking water chlorination
Total Organic Carbon ⁽⁵⁾	ppm	TT	N/A	1.4 - 2.5	1.7	Various natural and man-made sources
MICROBIOLOGICAL						
Total Coliform	-	NoP ≤ 5.0% of monthly samples	(0)	-	[0]	Naturally present in the environment
<i>Giardia lamblia</i>	cys/L	TT	(0)	ND - 0.06	[0.06]	Naturally present in the environment
INORGANIC CHEMICALS						
Fluoride (source water) ⁽⁶⁾	ppm	2.0	1	ND - 0.9	0.3 ⁽⁶⁾	Erosion of natural deposits
Chloramine (as chlorine)	ppm	MRODL = 4.0	MRODLG = 4	0.11 - 2.6	[1.6] ⁽⁶⁾	Drinking water disinfectant added for treatment
CONSTITUENTS WITH SECONDARY STANDARDS						
	UNIT	SMCL	PHG	RANGE	AVERAGE	TYPICAL SOURCES OF CONTAMINANT
Chloride	ppm	500	N/A	3 - 16	9.5	Runoff / leaching from natural deposits
Color	unit	15	N/A	< 5 - 6	< 5	Naturally occurring organic materials
Specific Conductance	µS/cm	1600	N/A	33 - 316	179	Substances that form ions when in water
Sulfate	ppm	500	N/A	1.6 - 38.7	18.2	Runoff / leaching from natural deposits
Total Dissolved Solids	ppm	1000	N/A	27 - 174	95	Runoff / leaching from natural deposits
Turbidity	NTU	5	N/A	0.07 - 0.33	0.16	Soil runoff
LEAD AND COPPER ⁽⁷⁾						
	UNIT	AL	PHG	RANGE	90TH PERCENTILE	MAJOR SOURCES IN DRINKING WATER
Copper	ppb	1300	300	9 - 239	146	Corrosion of household plumbing systems
Lead	ppb	15	0.2	< 1 - 177 ⁽⁸⁾	15	Corrosion of household plumbing systems
OTHER WATER QUALITY PARAMETERS						
	UNIT	ORL	RANGE	AVERAGE	ABBREVIATIONS KEY:	
Alkalinity (as CaCO ₃)	ppm	N/A	8 - 98	49	< / ≤ = less than / less than or equal to	
Bromide	ppb	N/A	< 10 - 17	< 10	AL = Action Level	
Calcium (as Ca)	ppm	N/A	2 - 26	12	Max = Maximum	
Chlorate ⁽⁹⁾	ppm	(800) NL	92 - 357	150	Min = Minimum	
Hardness (as CaCO ₃)	ppb	N/A	8 - 104	53	N/A = Not Available	
Magnesium	ppm	N/A	0.3 - 9	4.6	ND = Non-detect	
pH	-	N/A	8.2 - 8.7	8.5	NL = Notification Level	
Potassium	ppm	N/A	0.34 - 1.2	0.6	NoP = Number of Coliform-Positive Sample	
Silica	ppm	N/A	4.1 - 7.6	5.7	NTU = Nephelometric Turbidity Unit	
Sodium	ppm	N/A	3 - 22	13	ORL = Other Regulatory Level	
					ppb = part per billion	
					ppm = part per million	
					µS/cm = microSiemens / centimeter	

NOTES: (1) Turbidity is measured every four hours. These are monthly average turbidity values. (2) This is the highest turbidity of the unfiltered water served to customers in 2010. The switch of San Joaquin Pipelines and rate change caused elevated turbidities as a result of sediment resuspension in the pipelines. The turbidity spike was not observed further downstream Alameda East. (3) There is no MCL for turbidity. The firms are based on the TT requirements in the State drinking water regulations. (4) This is the highest quarterly running annual average value. (5) Total organic carbon is a precursor for disinfection byproduct formation. The TT requirement applies to the filtered water from the SWWTP only. (6) We add fluoride to the naturally occurring level to help prevent dental caries in consumers. The CDPH requires our fluoride levels in the treated water to be maintained within a range of 0.8 ppm - 1.5 ppm. In 2010, the range and average of our fluoride levels were 0.6 ppm - 1.5 ppm and 1.0 ppm, respectively. (7) The naturally occurring fluoride levels in the Hetch Hetchy and SWWTP raw water were ND and 0.15 ppm, respectively. The HTWTP raw water had elevated fluoride levels of 0.7 ppm - 0.9 ppm due to the continued supply of the fluoridated Hetch Hetchy & SWWTP treated water into the Lower Crystal Springs Reservoir, which supplies water via the San Andreas Reservoir to the HTWTP for treatment. (8) The most recent Lead and Copper Rule monitoring was in August 2009. One of the 59 water samples collected at consumer taps had lead concentration above the Action Level. (9) There was no chlorate detected in the raw water sources except the Crystal Springs and San Andreas reservoirs, where the detected chlorate was 81 ppb and 57 ppb, respectively. The chlorate levels in both reservoirs are due to the transfer of the disinfectant Hetch Hetchy water and SWWTP effluent into the Crystal Springs Reservoir. The detected chlorate in treated water is a degradation byproduct of sodium hypochlorite, the primary disinfectant used by us for water disinfection.

Note: The blend of different water sources has been variable and has resulted in varying water quality due to system improvements and operational constraints. Additional water quality data may be obtained by calling the Water Quality Division toll free number at 877-737-8297.

Key Water Quality Terms

Following are definitions of key terms noted on the adjacent water quality data table. These terms refer to the standards and goals for water quality described below.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs or MCLGs as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste, and appearance of drinking water.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Turbidity: A water clarity indicator that is also used to indicate the effectiveness of the filtration plants. High turbidity can hinder the effectiveness of disinfectants.

Regulatory Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Cryptosporidium is a parasitic microbe found in most surface water. We regularly test for this waterborne pathogen, and found it at very low levels in source water and treated water in 2010. However, current test methods approved by the USEPA do not distinguish between dead organisms and those capable of causing disease. Ingestion of *Cryptosporidium* may produce symptoms of nausea, abdominal cramps, diarrhea, and associated headaches. *Cryptosporidium* must be ingested to cause disease, and it may be spread through means other than drinking water.

Reducing Lead from Plumbing Fixtures



If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but cannot control the variety of materials used

in your household or building plumbing components. There are no known lead service lines in your water distribution system. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline 800-426-4791, or at www.epa.gov/safewater/lead.

In addition to efforts to protect water sources from lead contamination, we have taken the following actions to minimize customer exposure to lead in water by:

- Replacing brass meters with lead-free meters.
- Partnering with the San Francisco Department of Public Health to offer free lead tests for clients enrolled in the Women, Infants and Children (WIC) program. Eligible clients should call the WIC program and request a voucher for a free lead test of their tap water.
- Offering customers low-cost water testing for lead (\$25 per tap). Call 877-737-8297.
- Offering lead-free kitchen faucets to San Francisco customers at a discounted price of \$10 each (\$110 wholesale value). For more information, please visit <http://faucet.sfwater.org>.



This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Mahalaaga ang impormasyong ito. Mangyaring ipasalin ito.

این اطلاعیه شامل اطلاعات بسیار مهم در مورد آب آشامیدنی است. اگر نمیتوانید این اطلاعیه را بفهمید، لطفاً با کسی که میتواند این را برای شما تفسیر کند.

Ce rapport contient des informations importantes concernant votre eau potable. Veuillez traduire, ou parlez avec quelqu'un qui puisse le comprendre.

"هذا التقرير يحتوي على معلومات مهمة تتعلق بمياه الشرب (أو لتقرير). ترجم التقرير، أو تكلم مع شخص يستطيع أن يفهم التقرير."

Данный доклад содержит важную информацию о вашей питьевой воде. Переведите его или проконсультируйтесь с тем, кто его понимает.

הדו"ח הוא מכיל מידע חשוב לגבי מי השתייה שלך. תרגום את הדו"ח או דבר עם מישהו שמבין אותו.

此份水質報告，內有重要資訊。請找他人為你翻譯和解說清楚。

Chi tiết này thật quan trọng. Xin nhớ người dịch cho quý vị.

Dieser Bericht enthält wichtige Informationen über Ihr Trinkwasser. Bitte übersetzen Sie sie, oder sprechen Sie mit jemandem, der sie versteht.

Questo rapporto contiene informazioni importanti che riguardano la vostra acqua potabile. Traducetelo, o parlate con una persona qualificata in grado di spiegarvelo.

この情報は重要です。翻訳を依頼してください。

ເອກກະລັກນີ້ມີຂໍ້ມູນສຳຄັນກ່ຽວກັບນ້ຳດື່ມ ກ່າວເປັນພາສາຕ່າງໆເພື່ອທ່ານຈຳນວນທີ່ໄດ້ກ່າວມາໃນເລື່ອງນີ້

यह सूचना महत्वपूर्ण है । कृपा कारके किसी से :सका अनुवाद कायें ।

이 안내는 매우 중요합니다. 본인을 위해 번역인을 사용하십시오.

Η κατάσταση αναφοράς που παρουσιάζει η παρούσα έκθεση αφορά το ποιοτικό νερό σας. Παρακαλώ να το μεταφράσετε ή να το εξηγήσετε με κάποιον που να καταλαβαίνει αγγλικά.



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Public Utilities Commission

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sitio web en www.sfwater.org/quality.

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www.sfwater.org/quality

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In this issue:

Water Quality Contaminants
and Regulations

Water Quality Data for 2010

Our Drinking Water Sources

This state-mandated annual report
contains important information on
the quality of your drinking water.

Hetch Hetchy Tap Water:

A Drink You Can Depend On



San Francisco
Water
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Services of the San Francisco Public Utilities Commission

The major source of our water supply
originates from spring snowmelt.

**Annual
Water Quality
Report 2010**



ISLAND TIMES

ENVIRONMENTAL INVESTIGATION AND CLEANUP NEWS

Former Naval Station Treasure Island

Summer 2011 Newsletter No. 15

www.bracpmcna.gov/hill

ENVIRONMENTAL PROGRAM

The Navy continues environmental investigation and cleanup work at the former Naval Station Treasure Island (NAVSTA TI). NAVSTA TI encompasses both Treasure Island (TI) and Yerba Buena Island (YBI). The ultimate goal is to transfer ownership of the land to the Treasure Island Development Authority (TIDA), and this newsletter provides updates on the progress of the Navy's cleanup and transfer work. Please share this information with anyone else who may be interested. Use the coupon on the back page of this newsletter to be added by name to the mailing or email list. We welcome your comments and suggestions for future editions of the Island Times and encourage you to contact the Navy with any questions.

DEMOLITION OF BUILDING 233 ON TI

On January 6, 2011, the Navy and their contractors Shaw Environmental and Infrastructure Inc. successfully demolished Building 233. Building 233 was located at Avenue M & 4th Street on TI. Building 233 housed the Navy's Radiation Safety School Training beginning in 1947. It has been vacant since the base closed in 1997.

Based on a basewide Historical Radiological Assessment document, it was decided Building 233 should be scanned for potential radiological contamination because it was used for radiation training. Thorough radiological scans were conducted, and all asbestos and other hazardous materials were removed from the building before it was demolished. An excavator was used to carefully pull the building down, starting at the north end and



Demolition of Building 233 on Treasure Island

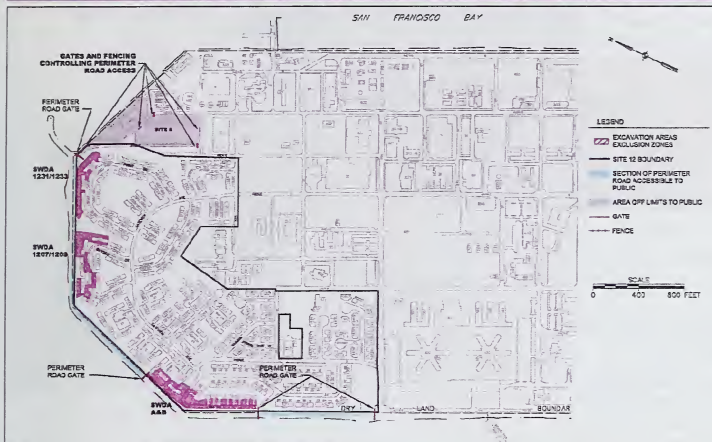
working toward the south end of the building. The building debris will be loaded into trucks and will ultimately be transported off the island for disposal at an appropriate licensed landfill. A radiological final status survey of the area beneath the building will be conducted so the site can be officially closed and the property transferred.

UPDATE ON THE WORK IN THE TI HOUSING AREA

The cleanup is continuing in the TI Housing Area (also referred to as Site 12). As previously reported, the purpose of the current work is to excavate the soil in the areas primarily behind the green fences, referred to as the Solid Waste Disposal Areas (SWDA). Previous investigations identified three SWDAs where the contaminants of concern are lead, polychlorinated biphenyls (PCB), polycyclic aromatic hydrocarbons (PAH), and dioxins. That contamination is largely from historic disposal and burning of waste when the Naval Station was active. In addition, the Navy is conducting cleanup in the same areas to address discarded items that contain low

ISLAND TIMES ENVIRONMENTAL INVESTIGATION AND CLEANUP NEWS

Former Naval Station Treasure Island Summer 2011, Newsletter No. 17



Demolition of Building 233 on Treasure Island

levels of radium 226. The items consisted of buttons, markers and other items that were self luminescent to glow in the dark or were used for training. They were likely discarded, along with other debris, at these three locations before the housing was constructed in the 1960s. Excavation was completed at two of the three areas, at SWDA's 1207/1209 on Bayside Drive, and 1231/1233 on Northpoint Drive. The Navy is currently doing excavation work at the third area, known as SWDA A/B at Westside Drive and Lester Court.

The Navy is also working on plans to demolish Buildings 1123, 1319, and 1321 within SWDA A/B. The buildings are unoccupied. Because there is contamination beneath the buildings the Navy, Regulatory Agencies and TIDA agreed they should be demolished. The Navy will provide updates on that work and work notices to local residents. Little to no disruption to neighbors is expected, and the Navy and

their contractors will take all precautions to protect workers and the public during field work.

If you would like more information on the cleanup work in the Housing Area, or any other area of NAVSTA TI, you are encouraged to contact the Navy or attend the regularly scheduled RAB Meetings. See the contact information on page 7.

Navy Contractor Wins Award for Safety:

Congratulations to Navy contractor Shaw Environmental and Infrastructure Inc. for its outstanding safety record. The Shaw team at NAVSTA TI, lead by Project Manager Pete Bourgeois, has achieved their fourth consecutive 1,000 days without incident, for a total of 4,000 calendar days without a lost time incident. Safety is important to the Navy and its contractors, and a Health and Safety Plan, as well as an Accident Prevention Plan are prepared for each project to ensure the workers, residents, and the public are kept safe. Congratulations to the Shaw team for this outstanding record!

TEAM MEMBER PROFILE:
MELINDA GARVEY, US EPA



(left to right) Melinda Garvey, June Diamond, Nancy Pelosi, and Teddy Ryerson

This article introduces the newest member of the NAVSTA TI cleanup team, Melinda Garvey.

Island Times: Welcome to the team Melinda. How long have you been with EPA and what are your responsibilities?

Garvey: I've been at EPA for two years now. I'm a Remedial Project Manager. At Treasure Island, EPA is not the lead regulatory agency, the California Department of Toxic Substances Control (DTSC) is. However, that does not mean we are not involved. My role is to review documents and attend meetings in order to stay up-to-speed on the project and give EPA's comments. I work with a team of people at EPA including lawyers, toxicologists, and other support teams to review documents and plans. I also work on the Former Naval Air Station Alameda project, and the Former Concord Naval Weapons Station project. Prior to joining EPA, I worked as a consultant in the environmental field, focusing primarily on groundwater remediation.

Island Times: Where did you go to school, and what did you study?

Garvey: I have my Bachelors degree in Earth Sciences from UC Santa Cruz, and my Masters degree in Environmental Engineering from Stanford. I guess you could say I'm part Geologist, part Environmental Engineer. I would encourage anyone interested in science to study geology or engineering in college. Even though I am a project manager with varied

responsibilities, it is invaluable to have a technical background.

Island Times: What do you like best about the TI project?

Garvey: I've been working on the TI project for almost a year now. I'm impressed with how well the team works together, and how far along we are in the transfer process. This team especially works collaboratively with the City of San Francisco to address their concerns. This is also a unique project for me as a US EPA employee, because the state is the lead regulatory agency for this installation instead of the federal government.

Island Times: What do you like to do in your free time?

Garvey: I enjoy the outdoors, and especially love swimming. I also enjoy painting, shopping for vintage jewelry, and spoiling my dog and my cat.

Welcome to the team Melinda!

**SECRETARY OF THE NAVY SIGNS
AGREEMENT WITH SPEAKER OF THE
HOUSE AND MAYOR**

On August 17, 2010, then- Speaker of the House Nancy Pelosi along with the Secretary of the Navy Ray Mabus and then- Mayor of the City of San Francisco Gavin Newsom signed an endorsement agreement of terms for the transfer of NAVSTA TI from the Navy to TIDA. This is a significant milestone, marking the beginning of the Navy reaching its ultimate goal of transferring the former Naval Station. The signing was done during an endorsement ceremony, held on TI, outside of Building One near the main entrance. All three

HISTORICAL QUESTION

What is the history of women in the Navy at NAVSTA TI? Did women ever train at or command NAVSTA TI? See page 5 for answer.



From left to right, Secretary of the Navy Signs Agreement with Speaker of the House and Mayor

dignitaries spoke to the crowd of about 100 representatives from the community, the Navy, the regulatory agencies, and the City. The ceremony culminated in the document signing. During the event, former Speaker Pelosi stated "... once again [I] want to salute the Navy for keeping Treasure Island safe for us so that we could come to this day of transition to civilian use that is also a sign of the strength of our country."

The document they signed is an agreement on the general terms of transfer, and does not officially transfer the property. The environmental investigations at NAVSTA TI are split into sites, with some sites closed and ready for transfer, and other sites still undergoing investigation or cleanup. The

Navy's environmental cleanup program at NAVSTA TI is moving forward in support of transfer, and there are several milestones the Navy and TIDA are working to complete in order to achieve transfer.

The terms of the agreement signed by Secretary Mabus, then-Speaker Pelosi, and then- Mayor

Newsom include a guaranteed payment to the Navy of \$55 million over the next 10 years, followed by an interim payment of another \$50 million, plus an additional share of potential further profits if the Navy meets the transfer milestones. At the agreement ceremony, Secretary Mabus said, "The Navy's charge in the BRAC process is to dispose of property in a manner that promotes economic development...The transfer of Treasure Island is a win for San Francisco, it is a win for the state of California, a win for the United States Navy, and a win for the American taxpayer..."

NAVY'S RESTORATION ADVISORY BOARD REACHES 150TH MEETING



*RAB Community Co-Chair Alice
Pitrau with Navy Co-Chair
James Sullivan*

Have you heard of the RAB? That stands for Restoration Advisory Board, and it's a group of community members who work with the Navy and regulatory agencies to provide input on the environmental restoration of NAVSTA TI.

The Navy's RAB held its first meeting in 1994. On October 19, 2010 the RAB held its 150th meeting. The Navy presented long-standing RAB members with a certificate of appreciation. The purpose of the RAB is to allow for two-way communication between the community and the cleanup decision makers. RAB members donate their time to attend

meetings, where they receive presentations and discuss the environmental cleanup with the Navy and their contractors as well as members from the regulatory agencies. They also review technical documents and make comments, and share cleanup information with other community members. The Navy would like to thank all of the RAB members, current and past, for their dedication, service, and contributions to the overall environmental restoration of NAVSTA TI.



*James Sullivan with
RAB Member Dale Smith*



*James Sullivan with
RAB Member John Gee*

We hope to see you at a future RAB meeting! They are open to the public, and you do not have to be a member to attend. RAB meetings are held at 7:00 p.m. on the third Tuesday of every even-numbered month (February, April, June, August, October, and December) at the Casa de la Vista on TI. For more information, call James Sullivan at (619) 532-0966 or send an e-mail to james.b.sullivan2@navy.mil. You can also check out the schedule on the Navy's website at www.bracpmo.navy.mil.



*James Sullivan with
RAB Member Nathan Brennan*

HISTORICAL ANSWER

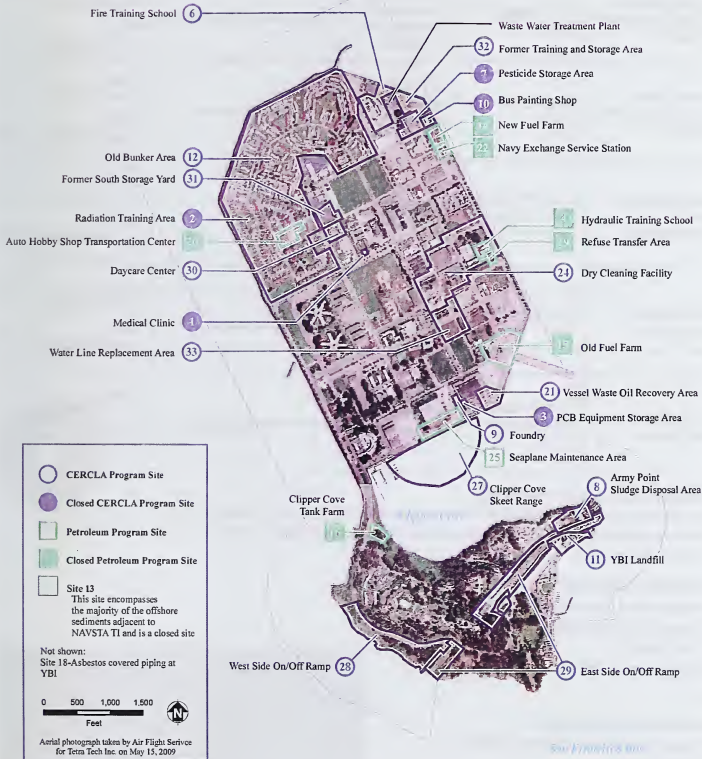


Yes, women did train on NAVSTA TI. Women in uniform, known as WAVES (Women Accepted for Volunteer Emergency Service), first arrived on NAVSTA TI in November 1942, during World War II.

At the left is a photo of Hospitalman Elena J. Peckenpaugh as she prepares to advance on a simulated shipboard fire during a training session at the Fire Fighting School on NAVSTA TI in November 1972. After her training, she was assigned to the first ship with a mixed male-female crew: Hospital ship USS Sanctuary (AH-17). (photo courtesy www.history.navy.mil)

In addition, the first woman ever to command a Naval Station was Rear Admiral Marsha J. Evans, USN Retired. Evans assumed command of NAVSTA TI in 1990, when she was a Captain.

Basewide Map



ISLAND TIMES ENVIRONMENTAL INVESTIGATION AND CLEANUP NEWS
Former Naval Station Treasure Island Summer 2011, Newsletter No. 17

Environmental Cleanup Team Contacts

Name/Title	Organization	Address	Email	Phone/Fax
James B. Sullivan BRAC Environmental Coordinator	Navy BRAC PMO West	1455 Frazee Road, Suite 900 San Diego, CA 92108-4310	james.b.sullivan2@navy.mil	Phone: (619) 532-0966 Fax: (619) 532-0983
David J. Clark Lead Remedial Project Manager	Navy BRAC PMO West	1455 Frazee Road, Suite 900 San Diego, CA 92108-4310	david.j.clark2@navy.mil	Phone: (619) 532-0973 Fax: (619) 532-0983
Remedios (Medi) Sunga Project Manager	CA Department of Toxic Substances Control (DTSC)	700 Heinz Ave., Suite 200 Berkeley, CA 94710	rsunga@dtsc.ca.gov	Phone: (510) 540-3840 Fax: (510) 540-3819
Ross Steenson Project Manager	Regional Water Board	1515 Clay St., Suite 1400 Oakland, CA 94612	rsteenson @waterboards.ca.gov	Phone: (510) 622-2445 Fax: (510) 622-2460
Melinda Garvey Project Manager	US Environmental Protection Agency (EPA)	75 Hawthorne St., SFD-8-3 San Francisco, CA 94105-3901	garvey.melinda@epa.gov	Phone: (415) 947-4184 Fax: (415) 947-3520

INFORMATION REPOSITORIES

Would you like to review a report or other documentation about the Navy's cleanup program? The Navy has set up two conveniently located Information Repositories housing environmental documents related to NAVSTA TI. They are located here:

Navy BRAC PMO Office

410 Palm Avenue, Building 1, Room 161
Treasure Island, San Francisco, CA 94130
(415) 743-4729

Monday through Friday 8:30 a.m. – 4:30 p.m.

AND

San Francisco Public Library

Government Publications Section, 5th Floor
100 Larkin Street
San Francisco, CA 94102
(415) 557-4400 Call for hours

NAVSTA TI Mailing Coupon

If you would like to be added to the NAVSTA TI mailing list and receive copies of future newsletters and fact sheets, please fill out the coupon below and mail it to:

James B. Sullivan
Navy BRAC PMO West
1 Avenue Of The Palms
Suite 161
San Francisco, CA 94130-1807

Name _____

Address _____

City _____ State _____ Zip _____

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James B. Sullivan
Navy BRAC PMO West
1 Avenue Of The Palms
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San Francisco, CA 94130-1807

Inside This Issue:

Demolition of Building 233 on TI	page 1
Update on the Work in the TI Housing Area	page 1
Secretary of the Navy Signs Agreement with Speaker of the House and Mayor	page 4
Navy's Advisory Board Reaches 150th Meeting	page 5
Contact Info	page 7



CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



EDWIN M. LEE, MAYOR

July 1, 2011

Ms Nicole Wheaton
Mayor's Office of Commissions & Appointments
San Francisco City Hall, Room 200
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: Commission Attendance Fiscal Year 2010-2011

Dear Ms. Wheaton,

Per the requirements of the Treasure Island Development Authority Board of Directors ("Authority Board") Attendance Policy (enclosed), please find attached a report of each Authority Board member's attendance at all meetings during the 2010-2011 fiscal year. Please contact me should your office have any questions regarding this report.

Sincerely,

A handwritten signature in black ink, appearing to be "Asja Steeves".

Asja Steeves
Commission Secretary
Treasure Island Development Authority

Treasure Island Development Authority Board of Directors
FY 2010-2011 Attendance Report
(12 Meetings Held)

Meeting Dates: July 14, 2010; October 13, 2010; December 8, 2010; January 12, 2011; Special Meeting January 26, 2011; February 9, 2011; Special Meeting February 23, 2011; April 13, 2011; Special Joint Meeting April 21, 2011; Special Meeting April 27, 2011; May 11, 2011; Special Meeting June 22, 2011

Claudine Cheng

- 11 meetings attended
- 1 notified absence
- No un-notified absences

Larry Del Carlo (active member from December 2010-present)

- 9 meetings attended
- 1 notified absence
- No un-notified absences

Mark Dunlop (active member from December 2010-present)

- 10 meetings attended
- No notified absences
- No un-notified absences

John Elberling

- 11 meetings attended
- 1 notified absence
- No un-notified absences

Larry Mazzola, Jr. (active member from December 2010-present)

- 10 meetings attended
- No notified absences
- No un-notified absences

Helen Nigg (active member through November 2010)

- No meetings attended
- 2 notified absences
- No un-notified absences

John Rahaim (active member through November 2010)

- 2 meetings attended
- No notified absence
- No un-notified absences

Linda Richardson (active member from December 2010-present)

- 9 meetings attended
- 1 notified absence
- No un-notified absences

Jean-Paul Samaha

-11 meetings attended

-1 notified absence

-No un-notified absences

Douglas Shoemaker (active member through November 2010)

-2 meetings attended

-No notified absences

-No un-notified absences

Owen Stephens (active member through November 2010)

-2 meetings attended

-No notified absences

-No un-notified absences

FY 10-11 Attendance Summary

Commissioner	# Attended	Tardy	Total # of Meetings	Percent
Claudine Cheng	11		12	92%
Douglas Shoemaker	2		2	100%
Helen Nigg	0		2	0%
Jean-Paul Samaha	11		12	92%
John Elberling, CFO	11		12	92%
John Rahaim	2		2	100%
Larry Del Carlo	9		10	90%
Larry Mazzola, Jr	10		10	100%
Linda Richardson	9		10	90%
Mark Dunlop	10		10	100%
Owen Stephens, President	2		2	100%

**TREASURE ISLAND DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS
ATTENDANCE POLICY**

Introduction

In August 2006, the Board of Supervisors adopted Resolution 502-06, urging each City board, commission and advisory body ("Policy Body") to adopt an internal policy regarding members' attendance at meetings of the body and requesting each body to submit a copy of its policy to the Board of Supervisors by December 1, 2006. The Board of Supervisors resolution urges that such policy address "how and when members are to be excused from attending particular meetings" and "when the body is to report a member's excessive absenteeism to the appointing authority." On September 18, 2006 the Mayor issued a directive to Department Directors and Commission Secretaries urging them to incorporate specific baseline standards of commissioner attendance in their policies and procedures as appropriate. The appointing authority shall determine whether and how to take absences (whether notified or not) into account in making future decisions regarding member appointments or tenure.

Purpose

The following policy is designed to establish minimum attendance standards for the members of the Treasure Island Development Authority Board of Directors ("Authority Board"). In the event of any conflict between any provision of this policy and any provision of a City ordinance or other applicable law (collectively, "Laws") governing the Authority Board that establish more stringent attendance requirements for members of the Authority Board, the conflicting provision of such Laws shall govern.

Attendance Requirements

Except in the event of a notified absence, as defined below, each member of the Authority Board is expected to attend each regular or special meeting of the Authority Board. The Authority Board commission secretary ("Commission Secretary") shall maintain a record of members attendance.

Notified Absences

A member's absence shall constitute a "notified absence" where the member, in advance of the meeting, informs the Commission Secretary of the Authority Board. An absence due to unforeseen circumstances such as illness or emergency shall also qualify as a notified absence where the member reports such absence to the Commission Secretary of the Authority Board as soon as reasonably possible. The Commission Secretary of the Authority Board shall record as non-notified all absences involving neither advance notice nor unforeseen circumstances.

Report to the Appointing Authority

The Commission Secretary of the Authority Board shall report all instances of non-notified absences as well as any instance of three consecutive absences of a member from regular meetings in a fiscal year to the member's appointing authority, which for members of the Authority Board is the Office of the Mayor of San Francisco ("Office of the Mayor").

Annual Attendance Report

At the end of each fiscal year, the Commission Secretary of the Authority Board shall submit a written report to the Office of the Mayor detailing each Authority Board member's attendance at all meetings of the Authority Board for that fiscal year.

[Treasure Island Development Authority Board of Directors Attendance Policy]

Resolution Adopting an Attendance Policy for the Members of the Treasure Island Development Authority Board of Directors.

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the former Naval Station Treasure Island (the "Base") for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California Community Redevelopment Law (Sections 33000 et seq. of the California Health and Safety Code) with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for the Base in 1998; and,

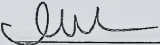
WHEREAS, The Treasure Island Development Authority is governed by a Board of Directors comprised of eight members which meet regularly, seven of which are appointed by the Mayor of San Francisco and one which sits as the elected Supervisor of the district in which Treasure and Yerba Buena Islands are located; and,

1 WHEREAS, It is the desire of the Authority Board to establish an Absentee Policy to
2 govern attendance by Directors at Authority Board meetings; now therefore be it

3 RESOLVED, That the Board of Directors of the Treasure Island Development Authority
4 hereby adopts the Attendance Policy for the Board of Directors of the Treasure Island
5 Development Authority in substantially the form attached to this resolution as Exhibit A.
6

7 CERTIFICATE OF SECRETARY
8

9 I hereby certify that I am the duly elected and acting Secretary of the Treasure
10 Island Development Authority, a California nonprofit public benefit corporation, and
11 that the above Resolution was duly adopted and approved by the Board of Directors of
12 the Authority at a properly noticed meeting on December 13, 2006.
13

14 

15 John Elberling, Secretary
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Treasure Island All Green Bin Locations

July 2011



Treasure Island Green Bin Location

(Green bins are located next to the following buildings.)

1305 Gateview Avenue, San Francisco, CA 94130	(Next to Unit A)
1309 Gateview Avenue, San Francisco, CA 94130	(Next to Unit A)
1313 Gateview Avenue, San Francisco, CA 94130	(Next to Unit F)
905 (1302) Avenue B., San Francisco, CA 94130	(Next to Unit A)
1109 Keppler Court, San Francisco, CA 94130	(Next to Unit A)
1135 Mason Court, San Francisco, CA 94130	(Next to Unit A)
1112 Hutchins Court, San Francisco, CA 94130	(Next to Unit A)
1145 Ozbourn Court, San Francisco, CA 94130	(Next to Unit A)
1124 Reeves Court, San Francisco, CA 94130	(Next to Unit A)
1204 Mariner Drive, San Francisco, CA 94130	(Next to Unit A)
1219 Mariner Drive, San Francisco, CA 94130	(Next to Unit F)
1201 Bayside Drive, San Francisco, CA 94130	(Next to Unit F)
1226 Bayside Drive, San Francisco, CA 94130	(Next to Unit H)
1234 Northpoint Drive, San Francisco, CA 94130	(Next to Unit F)
1239 Northpoint Drive, San Francisco, CA 94130	(Next to Unit H)
1240 Northpoint Drive, San Francisco, CA 94130	(Next to Unit A)
1247 Exposition Drive, San Francisco, CA 94130	(Next to Unit F)
1253 Exposition Drive, San Francisco, CA 94130	(Next to Unit A)
1420 (1214) Gateview Court, San Francisco, CA 94130	(Next to Unit A)
1437 Chinook Court, San Francisco, CA 94130	(Next to Mailbox)
1438 Chinook Court, San Francisco, CA 94130	(Next to Mailbox)

1441 Chinook Court, San Francisco, CA 94130 (Next to Mailbox)

1445 Chinook Court, San Francisco, CA 94130 (Next to Mailbox)

1444 Croaker Court, San Francisco, CA 94130 (Next to Mailbox)

1431 Halibut Court, San Francisco, CA 94130 (Next to Mailbox)

1432, 1433, 1434, 1435 Halibut Court, San Francisco, CA 94130
(Swords to Plowshares maintain their Green Bins inside their buildings.)

GREGORY P. SUHR
Chief of Police
San Francisco Police Department

June 30, 2011

Ms. Mirian Saez
Director of Treasure Island Development Authority
One Avenue of the Palms, 2nd Floor
Treasure Island
San Francisco, CA 94130

Dear Ms. Saez:

I just want to drop a note to tell you how much I appreciate you hosting a Welcome Luncheon in my honor.

I had such a great time at the event and I enjoyed an exceptional warm welcome from everyone including your staff. The ambiance was fabulous and the food was so excellent that I have already mentioned to my staff that I would like to have our Christmas party at the Island.

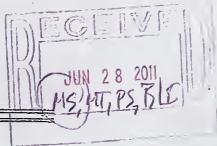
Mirian, I know how much time you have spent preparing for this luncheon and I want to thank you again for your hard work. Please extend my gratitude to your staff and to all the people who helped.

Sincerely,



GREGORY P. SUHR
Chief of Police





POST OFFICE BOX 1373
SANTA ROSA, CALIFORNIA 95402

Marianne & Peter---

What a glorious day it turned out to be! June 4, 2011 was the 7th Annual Summer 25-mile historic walk sponsored by the Sonoma County Historical Society. We had many donors and helpers who made this event SO successful. Specifically, we want to thank you for making it possible for our group to have dinner on Treasure Island.

Sixty-three brave walkers made the 25-mile trek through San Francisco, the youngest being 11 years old and the oldest, 74, and including about a dozen good-spirited teenagers. We survived pouring rain the first six hours, with one particularly large downpour while walking through the Presidio around 10:30.

The journey began at 6:00 a.m. with a walk across the Golden Gate Bridge. I then led the group under the bridge to the west side, into the Presidio past various World War II bunkers, beautiful historic buildings and landmarks, under Doyle Drive, along Crissy Field, finally arriving at the Parade Grounds for breakfast prepared by the Sternberg family of Forestville. After eating "under cover" we continued our trek past the Walt Disney Family Museum, through the National Cemetery, past the golf course and out of the Presidio to Sea Cliff. From there we connected with the Land's End Trail near the Legion of Honor Museum, coming out at the remains of Sutro Baths (photo-enclosed). After passing the Cliff House and the Beach Chalet at the ocean we entered Golden Gate Park and finally had blue sky!

By the time we walked the length of Golden Gate Park and arrived at the Conservatory of Flowers for lunch we were able to shed the raingear and devour the lunch prepared by our president, Jeremy Nichols, and his lovely wife, Laura. With appetites satisfied and dry clothes we walked down Fell St. to City Hall, Union Square, Chinatown, Portsmouth Square and the Barbary Coast. Arriving at the Ferry Building at 5:10 p.m., we jumped (?) on the buses which took us to Treasure Island where docents Mimi Manning and Loraine gave us a tour, ending up on the west side for a stupendous dinner prepared by Sonia Lopez. Truly a memorable day!!! Photos and information about our walks can be found on our website at: sonomacountyhistory.org.

Next year's walk will either be from Sebastopol to Monte Rio, or to Fort Ross in celebration of its 200th anniversary. I'll have a plan by January 2012. Stay tuned or contact me at any time at: jeffobes@hotmail.com or 888-1670.

Jeff Tobes




SEE REVERSE SIDE FOR HISTORICAL POINTS OF INTEREST
SEE SNOWACCOUNTYHISTORY.ORG FOR PICTURES OF THE EVENT


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Jett Tobies
SALES ASSOCIATE

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180-408-4049
180-222-4444
E-Mail: jett@jettstudies.com

Address: 10000 14th Avenue S.W.
Edmonton, Alberta T6A 0A6
Canada

Website: www.jettstudies.com

Website Description: The study approach

San Francisco - Go

The map shows the following locations along the highlighted route:

- Los Angeles**
- Lancaster**
- Palmdale**
- Santa Clarita**
- San Dimas**

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 **TOYOTA**

County Historical Society
 10th Annual 25 Mile Walk
 Golden Gate Bridge to Tilden

June 4th, 2011

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John A. Dal Monte D.P.M.
Podiatrist

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ENTERTAINMENT

Community Corner: Dragon Boat Racing In San Francisco

September 2, 2011 2:54 PM

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San Francisco International Dragon Boat Festival, September 25, 2010. (David Yu)

SAN FRANCISCO (KCBS) – One of the largest Dragon Boat Festivals outside of Asia happens right here in the Bay Area.

The annual San Francisco Bay Area Dragon Boat Festival is coming up September 17th and 18th on Treasure Island and is expecting over 80,000 attendees throughout the weekend.

Dragon Boat Racing involves a 45-foot long boat with a dragon head, scales on each side, and a tail, and is powered by a team of 22 people.



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Community Corner

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California Dragon Boat Association, Community Corner, Connie C Kim, Dragon Boat Racing, Festival, Hans Wu

Hans Wu, California Dragon Boat Association Race Director, calls it the "ultimate team sport because it involves so many people working towards the same goal."

The sport has gained some exposure recently on *The Bachelorette* and the newlywed royal couple Prince William and Kate Middleton paddled in a dragon boat in Canada as well.

KCBS' Connie C. Kim talks to Hans Wu, California Dragon Boat Association Race Director:

Dragon boat racing has its roots in Chinese tradition dating back over 2,000 years.

In terms of training and who could get involved, Wu describes it as a very inclusive sport for people of all experiences, even with no athletic background. Anyone can form a team and get involved.

And it's a beautiful way to spend the day out on the water, Wu adds.

The California Dragon Boat Association has been around since 1996 and organizes one of the largest competitive dragon boat festivals in the United States and overseas and has the largest high school and college dragon boat program in the nation.

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This year, more than 125 dragon boat teams from all over the world (including Germany, Holland, and Canada), corporate teams, nonprofit teams, and high school teams will participate in the race. That's 3,500 dragon boat paddlers racing a 500 and 300 meter course. Besides the dragon boat race, enjoy arts and crafts, rock climbing, cultural entertainment and music, and food. To learn more about the San Francisco Bay Area Dragon Boat Festival happening September 17th and 18th on Treasure Island, San Francisco, go to www.sfdragonboat.com.

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New to You - Fran Meininger

Treasure hunting on Treasure Island

Posted on September 1, 2011 by Fran Meininger

The Treasure Island Flea Market, on the island in San Francisco Bay, is gaining popularity as a hip place to hunt for great booty. I decided to check it out myself. But first, I needed some advice on how to maximize my efforts from friend and flea market aficionado, Kristin Viguerie.

Kristin has been hunting for the good stuff since she was a child. She started with a collection of glass decanters that grew into a life-long pursuit. She offered the following tips:

1. Arrive early. Bring cash.
2. Bring a cart, wagon, something with wheels, to transport your finds back to the car. Be sure to bring along some rope, just in case you need to lash your purchase to the car roof.
3. Dress in layers. Wear a sun hat and comfortable shoes.
4. Have a plan of attack. Kristin recommends making an initial pass from the car to the back of the sale, quickly assessing the inventory. Ask to leave your purchases at the booth, so you don't have to lug them around. But remember to write down the booth number and location.

We talked a bit about bargain hunting and the art of negotiation. Most vendors accept reasonable offers. Kristen suggested a bundling strategy. If you are interested in several items, ask if the seller will accept a reduced price for all of them, and have the cash in your hand when you make your offer.

Fortified with my new knowledge I headed to the market.

The Treasure Island scene is small enough to take at a leisurely pace, yet large enough for the "Wow" factor. The atmosphere is relaxed and convivial, there are over 200 vendors offering everything from 50's American Kitsch to imported South American, African and European antiques, there's the requisite vintage clothing, some really unique jewelry and more religious icons than one would reasonably expect.

I found the vendors friendly and willing to offer special pricing. A reggae band provided the perfect sound track and a wide selection of tasty food truck treats made for a delicious afternoon, all in all, a very pleasant day. Oh and what did I find... a great, new-to-me handbag and the inspiration to become a regular treasure hunter.

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Article

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A New San Francisco Kite Boarding School, Kite the Bay Announces the Use of a Kite Pole to Teach Students Boarding Skills



Wednesday, August 17, 2011

San Francisco, CA (PRWEB) August 17, 2011

San Francisco kite boarding school, Kite the Bay is based on Treasure Island has designed an apparatus to help students get comfortable riding a board.

For those wanting to learn this exciting sport, spending time riding with the Kite Pole assimilates the feelings of kite in a controlled environment. By hooking up to the Kite Pole, a person is given the opportunity to feel the "lifting" and "pulling" component of kite surfing without being responsible to produce it. This allows a person to focus on the fundamentals of board skills.

"It's really about getting used to being hooked up, being pulled, and becoming comfortable with it," says Captain John of Kite the Bay. "Sure, it's about getting up and riding the board, but even body-dragging in the water is kind of weird at first. The Kite Pole helps a person to develop good habits early in the process."

With the Kite Pole, and San Francisco kite surfing lessons, students can learn proper body-dragging techniques, put the board on their feet, and even pretend to steer the kite while they are riding the board. Unable to ride both in a regular and goofy stance? The Kite Pole provides the perfect isolated environment to practice.

"I've taken lessons at various other schools, but I could only get up and ride for a few seconds. The Kite Pole has really helped me learn good board mechanics and relax more, so now I feel more prepared to ride!" Joe recalls of his board skills training with Kite the Bay in June of 2011.

Owner John von Tesmar saw the concept of the Kite Pole being used by a kite surfing out in Buxton, North Carolina-Kite Hatteras. "It seemed like a great way to break the learning process down into stages. Until now, there were no alternatives to teaching board skills other than giving the person the board while they're flying the kite. It was a lot to coordinate. Now, people are more successful at handling a board and kite simultaneously.

About Kite the Bay

Preparing for the next
damaging earthquake
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and recover.

The San Francisco kite surfing company, Kite the Bay began its operation in the San Francisco Bay Area in 2010. It is a full service school offering lessons from beginner to advanced and leads kite surfing tours throughout the bay. For more information, contact Kite the Bay at 650-303-0587 or email [Captainjohn\(at\)kitethebay\(dot\)com](mailto:Captainjohn(at)kitethebay(dot)com).

###

For the original version on PRWeb visit: www.prweb.com/releases/prwebkite-boarding/san-francisco/prweb8720520.htm

<http://sfgate.com/cgi-bin/article.cgi?f=/g/a/2011/08/17/prweb8720520.DTL>

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SFBG

SAN FRANCISCO BAY GUARDIAN ONLINE

Published on *San Francisco Bay Guardian* (<http://www.sfbg.com>)

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Treasure Island Festival announces night shows

By *emily*

Created 08/25/2011 - 1:41pm



Thao with the Get Down Stay Down know how to party.

Festival fatigue got you down? But wait, Treasure Island Festival is still coming up! Don't worry, you have a brief break before it's time to again drag out your fringe-y daytime festival frocks and headbands with feathers and animal hats and booty shorts with chunky boots (please, please don't wear those things).

While the festival doesn't go down until Oct. 15 and 16, the organizers did drop some juicy information today: [the night show lineups](#) [1] – on sale this Friday, Aug. 26 at noon. Here they are, in all their nighttime glory:

Jens Lekman
Sept. 29, 6 p.m., \$12
California Academy of Science, SF

The Drums
Oct. 14, 9 p.m., \$15
The Independent
628 Divisadero, SF

JFK of MSTRKRFT
Oct. 15, 10 p.m., \$20
Mezzanine
444 Jesse, SF

The Head and the Heart
Oct. 15, 10 p.m. \$15
The Independent
628 Divisadero, SF

Thao with the Get Down Stay Down
Oct. 16, 9 p.m., \$16
The Independent
628 Divisadero, SF

Personally, I'm looking forward to the Thao with the Get Down Stay Down show. And to washing up nice during this break before again braving the elements.

[Music](#) [Treasure Island Festival](#) [Emily Savage](#)

Source URL: <http://www.sfbg.com/noise/2011/08/25/treasure-island-festival-announces-night-shows>

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[1] <http://www.treasureislandfestival.com/2011/events/>

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Lodi's 3rd Annual Treasure Island WineFest Lodi Wine Country returns to San Francisco Bay this co Saturday, October 8, 2011 (1 to 5 PM) at the Treasure Island WineFest! Over 45 of Lodi's finest prod will be pouring over 200 Lodi AVA grown wines, including many of the 133 winners at this past 2011 Francisco Chronicle Wine Competition (2 Best of Class, 2 Double Golds, 19 Golds, 60 Silvers, and 50 Bronzes). Visit the Treasure Island Web site for a list of these participating wineries. Of course, wait -more! Lodi's Treasure Island WineFest occurs during the U.S. Navy's Fleet Week, highlighted by the [VIEW MORE >](http://www.lodiwine.com/blog/lodis-treasure-island-winefest) (<http://www.lodiwine.com/blog/lodis-treasure-island-winefest>)


Post from: [Lodi Wine](http://www.lodiwine.com) (<http://www.lodiwine.com>)

[Lodi's Treasure Island WineFest](http://www.lodiwine.com/blog/lodis-treasure-island-winefest) (<http://www.lodiwine.com/blog/lodis-treasure-island-winefest>)

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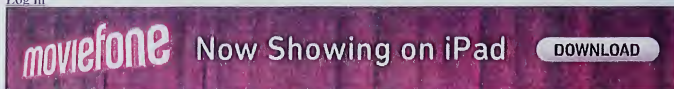
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August 16, 2011



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The Great Vaka Visit

Posted: 8/11/11 05:29 PM ET

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If you go down to Treasure Island in the next few days you may think you have gone through a wormhole into the past and then landed somewhere in the South Pacific. Moored off the white sand beach created by the causeway entrance to the old navy base, with the steep green sides of Yerba Buena as a backdrop, are six beautiful traditional Polynesian ocean-going canoes.

The historic flotilla of Pacific voyaging "Vakas" arrived in San Francisco late last week. There was a traditional welcoming by hundreds of local Pacific Islanders on Sunday, following a brief sail back out of the bay so that these great boats could come back in under the golden gate with their full sails set.

The pictures at the organizing groups website are beautiful - [check them out](#).

The voyage, which is named [Te Mana O Te Moana](#), or "The Spirit of the Sea," has come all the way from New Zealand for most of these crews, covering as much as 10,000 miles depending on how much tacking they had to do since they set off in April. They came through Tahiti and the Cook Islands before making landfall in Hawaii in late June. They then sailed here over the last month.

The vakas are called "Faafaite" from Tahiti, "Uto Ni Yalo" from Fiji, "Marumaru Atua" from the Cook Islands, "Gaulofa" from Samoa, "Te Matau a Maui" from Atearoa/ New Zealand, and two Pan Pacific canoes: "Hine Moana" and "Haunui" with Kiribati, Papua New Guinea, Solomon Islands, Tonga, and Vanuatu crew members.

These are replicas of the boats that were used by Polynesians over hundreds of years to travel from island to island, allowing them to populate places as far away as New Zealand, known to indigenous people as Atearoa. According to legend, that last epic voyage south probably took place in the 1200s, when 7 of these canoes rocked up on her shores from some point north.

SO WHAT?

The arrival of the vakas should serve as a reminder that we here in the Bay Area are on the edge of the world's greatest ocean. The folk on these boats are of it; often their cultures are described as water-based more than land-based. Maybe that's why they have been able to sail six months in an open boat across the sea!

And you could say the same about San Francisco -- after all a light fog coming off the waters of the Pacific douses us day and night. Oakland is a major port to the great economies on the other side of the ocean and it was home to Jack London -- America's original Pacific Voyager. There are many Pacific Islanders living in the Bay Area and a great history of cross-pollination with Hawaii and the islands beyond.

We can learn a lot and share a lot with our neighbors too. The mission of this voyage is to revive the art of traditional navigation and re-connect communities to one another. They are also trying to highlight environmental threats to the ocean especially the problem of ocean acidification brought on by increased carbon dioxide in the atmosphere mixing with the sea.

Ironically, it may take an outsider to our ocean paradise to make us realize what we could be missing out on if we don't take care of her. The voyage is funded by a German philanthropist Dieter Paulmann who told Pacific Island Report, "he hopes the voyage would help people realize that everyone in the world was effectively in the same boat, when it comes to saving the ocean and the environment".

PHOTO GALLERIES



Food TV Legend Eats His Way Through The City

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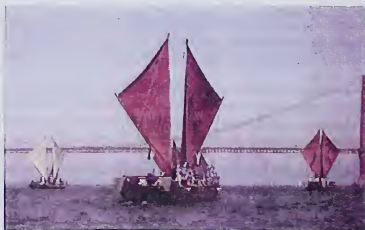
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Polynesian Vakas Make "Awesome Entry"

August 5, 2011 – San Francisco Bay



[\(Click on the photo to enlarge it.\)](#)

Six Polynesian sisterships entered the Bay earlier this week with their ornately decorated sails rigged wing and wing.
© 2011 Mark Hofmann / Oceanic Nature Film Productions, 2011

"What a ride! We hit the Golden Gate Bridge and the wind funneling through the heads kicked in like flicking a switch. We leapt forward at a madcap 10 knots, with all the canoes within about 30 meters of each other," wrote a blogger aboard the double-hulled Polynesian voyaging canoe *Hau'ui*. Minutes later this, and five other sisterships, were screaming toward a temporary anchorage off Crissy Field with the wind blowing 20 knots. With their adrenaline pumping, the mostly Polynesian crews jumped into action and got safely moored as onlookers cheered. "It was a fantastic, hair-raising ride that we'll talk about forever. An awesome entry."

Crissy
Fields
says,



"Black
is the
new
black"

As reported earlier, the fleet's circuit of goodwill voyages celebrate the ancient wisdom of Polynesian navigators who followed their routes using information supplied by stars, ocean swell patterns, ocean-borne vegetation and sealife. In addition, participants hope to heighten public awareness of the current challenges facing the world's oceans due to pollution, acidification, and warming.



After sailing more than 2,500 miles from Hawaii, the fleet arrived in a picture-perfect formation.

© 2011 Mark Hofmann / Oceanic Nature Film Productions, 2011

The fleet will be based at Treasure Island this weekend, and will be available for public viewing. A Meet and Greet is scheduled for Saturday, August 6 from 10 a.m. - 4 p.m.. On Sunday a Welcome Reception will take place at 1 p.m. Prior to that, we're told that the entire fleet will sail out the Gate, then back in again in unison — can you say "photo op?"

These canoes, called *vaka moana* represent a fascinating era of maritime cultural history, as similar vessels sailed thousands of miles to windward in order to colonize the Polynesian territories of the Pacific Basin. We encourage you to check them out. The fleet leave for Monterey August 14. See the [website](#) for background info.

- latitude / at

Another Bash

August 5, 2011 – Puerto Vallarta to San Diego

We're not gentlemen, and we can prove it. For the second time in three years, we just completed a 1,000-mile Baja Bash. And as everybody knows, gentlemen don't go to weather.

It being so late in the season, we reasoned that all we had to do was avoid the hurricanes — two threatened — and we'd be able to finish our 1,000-mile Baja Bash from Puerto Vallarta to San Diego in six days tops. Ha!



Backstage Pass

MUSIC NEWS

Another Planet Entertainment announces Treasure Island Music Festival lineup

By: Tom Lanhorn | 07/27/11 8:24 AM

Is it actually almost autumn already? Apparently so — the Treasure Island Music Festival is already upon us, Oct. 15 and 16, featuring headliners Death Cab For Cutie and Empire of the Sun.

And this morning at 10 a.m., Another Planet Entertainment is putting a limited amount of early-bird, two-day ticket packages on sale for a bargain-basement price of \$99. Once those are gone, two-day advances will be available at \$115, then two-day regular sets at \$125, plus VIP packages at \$219.

These and single-day ducats go on sale on Friday, July 29 at 10 a.m. — general admission one-day tickets are \$69.50; VIPs at \$119.50. Two-day parking passes will also be on sale at \$50, single day, \$25. Everything can be snagged through www.treasureislandfestival.com.

So what, exactly, will you be receiving in exchange?

Here's the rundown:

Saturday, Oct. 15: Empire of the Sun, Cut Copy, Death From Above 1979, Cheemo, Dizzee Rascal, Flying Lotus, Buraka Som Sistema, Battles, The Naked & Famous, YACHT, Shabazz Palaces, Aloe Blacc, Geographer.

Sunday, Oct. 16: Death Cab For Cutie, Explosions In The Sky, Beach House, The Hold Steady, Stephen Malkmus & the Jicks, Friendly Fires, St. Vincent, The Head And The Heart, Wild Beasts, Warpaint, The Antlers, Thee Oh Sees and Weekend.

High points, of course, being ex-Sleepy Jackson mainman Luke Steele's brilliant Aussie outfit Empire of the Sun, along with New Zealand's great Naked & Famous, plus great new British acts like Friendly Fires, Dizzee Rascal and the brilliant Wild Beasts. Not to mention always-entertaining American acts like Warpaint, Beach House and The Hold Steady.

Better dig up that chest full of doubloons, matey! It is, indeed, Treasure Island time!

URL: <http://www.sfexaminer.com/blogs/backstage-pass/2011/07/another-planet-entertainment-announces-treasure-island-music-festival-1>



Headline News

Catholic Charities CYO cuts restored in SF

July 26th, 2011

By Valerie Schmalz

Cuts to Catholic Charities CYO services in San Francisco were restored during the city's budget process but state budget cuts will hit other programs with service reductions and fee increases, Executive Director Jeff Bialik said.

However, no program will shut down, because the organization plans a combination of fee increases, service reductions and additional fund raising to keep all of them open, Bialik said.

Bialik said he was happy to report that cuts to CCCYO funding in the City and County of San Francisco proposed budget were restored in the budget set to be signed July 26 by Mayor Ed Lee. Funding cuts were restored to CCCYO services for families, the elderly, people living with disabling HIV/AIDS and youth in the juvenile justice system, Bialik said. He lauded "an inclusive process where Mayor Lee and Budget Committee Chair Carmen Chu listened to our concerns and together we worked collaboratively to set priorities for serving the most vulnerable in our community."

The San Carlos Adult Day Care program will increase fees and add more participants to balance its budget, Bialik said. The state cut the Multipurpose Senior Services Program 25 percent this year, and a year earlier cut nutrition funding, and two years ago reduced transportation funding, Bialik said. "This year, we also received a 17.5 percent cut in our general fund support from the County of San Mateo," Bialik said.

At the Treasure Island Child Development Center, CCCYO capped the number of children enrolled because the state reduced its funding for child care, and that primarily hurts poor working mothers, Bialik said. "The lack of child care means that parents, often single mothers, cannot work full time or at all, extending the cycle of poverty," Bialik said.

Enrollment at St. Vincent's School for Boys is down, because of a reduction in the number of boys referred to the program by local counties, Bialik said. CCCYO consolidated from five to four houses of up to 12 boys each. Counties are also pushing for shorter stays, and Bialik said that "is in part a reaction by counties to budget pressure." St. Vincent's is a licensed, residential treatment home for boys ages 7-17, many of whom suffer with emotional disturbances resulting from severe parental abuse and neglect.

Bialik said he does not know how Catholic Charities CYO will be affected by a 4 percent nationwide reduction in funding allocated under the Ryan White HIV/AIDS Program. But, he noted, "Catholic Charities CYO is one of the largest providers of housing related services for people with disabling HIV/AIDS in the western U.S."

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Sailing races draw youths to San Francisco

Paul V. Oliva, Special to The Chronicle
Saturday, July 30, 2011

Kids from all around the world descended upon the bay this month. Some are vying for championship titles, others are getting their first exhilarating taste of wind and saltwater.

Two sets of youth national and world championships form extraordinary back-to-back spectacles for youths windsurfing and sailing. It's a first time here for the events, which are a pathway toward future Olympic ambitions. Together with Masters championships for the adults, they're bringing continuous excitement along the San Francisco city-front through Aug. 13.

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Thirteen-year-old Emily Hall from Nottingham, England, was one of the would-be champions last weekend joining nearly 150 competitors from 26 countries in the 2011 youth windsurfing world championships sailed on Techno 293 boards.

There were many rising stars here - 16-year-old San Francisco windsurfer Marion Lepert was among the top competitors, but Hall's literally been named a Rising Star by England's Royal Yachting Association.

Barely 5 feet tall, she confidently carried her towering sail rig down Crissy Field's East Beach on Sunday, her dad quietly lending a hand with her board. She was in third place among under-15 girls after four days of racing, with a tough day before her: two course races and then a grueling Around the Rock race all the way around Alcatraz Island.

"The racing's been really good, I really like it," she said, all smiles with her tanned face and pink cheeks. "Sunny and windy, not gray and windy like England."

Ultimately, Hall placed third in U15 Girls, with British friend Emma Wilson winning the title, Israel's Shai Blank second. Lepert took second to Britain's Saskia Sills in U17 Girls.

Get complete results at www.techno293worldchampionship.org.

Playing with Lasers: The windsurfers made way for Laser sailors this week - 165 girls and boys from 28 countries sailing in the 2011 Laser 4.7 Worlds running through Tuesday.

The Laser is a one-person dinghy with a single triangular sail. It's an official Olympic-class boat, sailed by both adults and youths. Kids start with a less powerful 4.7-square-meter sail - that's the

rig for the races this week - and move up to larger Radial and Standard rigs as they develop. The boat stays the same, so the Laser 4.7 is a direct pathway to Olympic class sailing.

San Francisco's gusty, heavy conditions can quickly trigger a capsizes, and then another, and another. Speed requires serious athleticism, astute wind and water perception, and subtle steering and sail techniques.

For the racing today through Tuesday, girls have two races starting at 11 a.m., boys start at 2 p.m. Courses will generally be off Crissy Field or Marina Green.

Adult Laser racers get into the act Wednesday and Thursday with a crazy, crash-and-burn tradition called the Laser Heavy Weather Slalom Championship, which attracts some of the world's greats. Imagine head-to-head alpine slalom skiing downhill and uphill, over moguls, fast as you can go, and don't hit the other guy. The World Laser Masters Championship will be Friday through Aug. 13. Get more info at www.sflaserworlds.com.

A pathway to the water: There's a Bay Area push to get kids on the water, with America's Cup adding to the momentum. Local windsurfer Dennis Deisinger and others at the St. Francis Yacht Club are reinvigorating youth windsurfing on the bay with regular lessons available to the community. Local sailmaker Kame Richards is putting wheels on a set of small sailboats called El Toros and will take them to elementary schools for some blacktop sailing (and perchance some surreptitious science lessons).

Treasure Island Sailing Center announced it is organizing family sailing on Sundays.

Whether kids are homeless, economically disadvantaged or truant, Richard Gillette has a spot for them on boats in the Pegasus Project with no cost to participating schools.

Ariel Ungerleider, America's Cup Event Authority representative, said the organization is working with the San Francisco mayor's office of education on a range of ideas from school curriculum to merchandise donations for fundraising.

Bay Area sailing promoter John Arndt says kids need to taste sailing. "I like the idea of bringing sailing to kids, not just kids to sailing. By getting all these people together, it can happen." Arndt got 15 program outlines for youth sailing that day.

America's Cup race coverage: The very first race of a two-year, multi-city America's Cup World Series starts Saturday in its first venue of Cascais, Portugal. The series is a warm-up for the full America's Cup in 2013 in San Francisco.

Live viewing is available via www.americascup.com.

Paul Oliva is a consultant, writer and sailor. E-mail comments to datebookletters@sfnchronicle.com.

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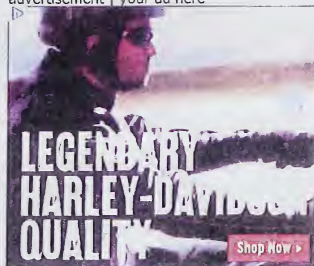
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Treasure Island residents enjoy solitude - for now

Will Kane, Chronicle Staff Writer

Sunday, July 3, 2011

When Gerald Reader moved his batting cage business to Treasure Island three years ago, he wasn't thinking about the city's plans for a ferry terminal, 450-foot tower or huge new eco-friendly neighborhood.



"What do they always say in business, 'Location, location, location?'" he said. "We're literally right between the Easy Bay and San Francisco."

Reader, who owns X-Level Sports, is one of a small cadre of residents and business owners who look past the crumbling buildings and pockmarked streets of Treasure Island. The low rents and converted warehouses give them flexibility that can't be found anywhere else in San Francisco.

Ambitious plans for the development - 19,000 new residents over the next 20 to 30 years, shopping districts, entertainment areas and robust transit - were unanimously approved by the Board of Supervisors last month. But the island faces years of construction before it is anything close to the neighborhood imagined by developers and the city.

Until then, the island will be a work in progress, said Mirian Saez, who runs the island for the city. It is already home to five urban wineries, a distillery and an artists' workshop filled with Burning Man regulars.

"Everyone on this island is pretty much the same way, you're laid back and not uptight," Reader said. "You're not going to come out here and be the type of person who complains about the plumbing."

Using creativity, skill

The island, which is home to 1,800 residents and roughly two dozen businesses, was a military installation until the Navy left in 1997. The Treasure Island Development Authority, an agency created to develop and maintain the island, cannot undertake any substantial construction projects, meaning business owners are often left to fend for themselves.

Robert Amox opened Bodega Wine Estates two years ago in what was once a Navy warehouse. He's still working on the wine showcase's building.

Putting the building in working order "was a challenge," he said. "It required some creativity and some ingenuity, to say the least."

But it was worth it to be on Treasure Island, Amox said. While wineries in Napa have to rely on expensive cooling systems, the island fog is naturally the right temperature and humidity.

And, of course, it has a great location, he said.

"I am literally halfway between the two largest urban centers in Northern California," Amox said. "If you don't want to go all the way to Napa, we are right here."

Residents of the island say they appreciate having abundant space and plenty of parking at an affordable rate in a San Francisco ZIP code.

"You're right next to San Francisco, without getting into the craziness of San Francisco, of the city," said Mark Connors, who has lived on the island with his husband for six years. "It is a restful place."

Bracing for grand plan

But change looms. The developers hope to break ground for Treasure Island's grand plan in 2012. By 2032, the developers hope, most of the existing buildings will have been torn down and many of the island's biggest fans could have to move somewhere else.

"We're hoping that they'll find some way to relocate us," Reader said. "We haven't worked up enough nerve to say, 'Hey, where do we fit into the plan,' but we hope something will work out."

E-mail Will Kane at wkane@sfchronicle.com.

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2011/07/03/BA751K5G0F.DTL>

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Robert Amox walks his dog, Bentley, at his Treasure Island business, Bodega Wine Estates.
Photo: Michael Hacer / The Chronicle

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Robert Amox finds the Island Ideal for his Bodega Wine Estates.

Photo: Michael Macer / The Chronicle

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Summer baseball camp for Roland Baxter, 11-years-old, flips his bat as he heads inside X Level Sports, on Treasure Island in San Francisco, Ca., on Friday July 1, 2011. When the Navy closed Treasure Island Naval base in 1997, they turned it over to the city and a number of entrepreneurial businesses took over several of the buildings and turned them into wineries, distillers, art studios and other unique businesses.

Photo: Michael Macor / The Chronicle

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Gerald Reader, owner of X Level Sports watches batting practice at his business on Treasure Island in San Francisco, Ca., on Friday July 1, 2011. When the Navy closed Treasure Island Naval base in 1997, they turned it over to the city and a number of entrepreneurial businesses took over several of the buildings and turned them into wineries, distillers, art studios and other unique businesses.

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Robert Amox, (center) owner of Bodega Wine Estates pours wine at his wine tasting business, for Warner Von Stein, (left) and George Dieck, on Treasure Island in San Francisco, Ca., on Friday July 1, 2011. When the Navy closed Treasure Island Naval base in 1997, they turned it over to the city and a number of entrepreneurial businesses took over several of the buildings and turned them into wineries, distillers, art studios and other unique businesses.

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The former Navy brig has become the home to several businesses including the Fat Grape Winery, on Treasure Island in San Francisco, Ca., on Friday July 1, 2011. When the Navy closed Treasure Island Naval base in 1997, they turned it over to the city and a number of entrepreneurial businesses took over several of the buildings and turned them into wineries, distillers, art studios and other unique businesses.

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(left to right) Liam Gilligan, Danny Neeson and Dean Kellum wait to take their turn at batting practice at X Level Sports, on Treasure Island in San Francisco, Ca., on Friday July 1, 2011. When the Navy closed Treasure Island Naval base in 1997, they turned it over to the city and a number of entrepreneurial businesses took over several of the buildings and turned them into wineries, distillers, art studios and other unique businesses.

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Roland Baxter, 11-years-old warms up before taking batting practice, at X Level Sports, on Treasure Island in San Francisco, Ca., on Friday July 1, 2011. When the Navy closed Treasure Island Naval base in 1997, they turned it over to the city and a number of entrepreneurial businesses took over several of the buildings and turned them into wineries, distillers, art studios and other unique businesses.

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Kids in the summer baseball camp take a break for lunch at X Level Sports on Treasure Island in San Francisco, Ca., on Friday July 1, 2011. When the Navy closed Treasure Island Naval base in 1997, they turned it over to the city and a number of entrepreneurial businesses took over several of the buildings and turned them into wineries, distillers, art studios and other unique businesses.

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CITY HALL NEWS

San Francisco's Treasure Island plans face lawsuit

By: Dan Schreiber | Examiner Staff Writer | 07/19/11 2:59 PM

A lawsuit filed Monday against The City over massive redevelopment plans for Treasure Island calls for the project's voluminous environmental impact report to be redone. Opponents contend it doesn't fully describe the scope of the project or its impact on Bay Bridge traffic.

Developers are seeking to make the former Navy base into an environmentally sustainable community with a population of 19,000, self-contained services and increased bus and ferry service to the San Francisco mainland. A group called Citizens for a Sustainable Treasure Island, with membership including former Supervisor Aaron Peskin and members of the nonprofit Arc Ecology, filed the suit against city bodies that approved the development plans in the spring.

At the narrow Planning Commission approval on April 21, Peskin mentioned the impact to already-busy Bay Bridge traffic and contended that the decreased number of planned affordable-housing units would be the first of many false promises. A press release from the group calls the project "bloated and unsustainable," having been upped from 6,000 to 8,000 housing units.

"The authors of the EIR have attempted to hide and otherwise minimize the far ranging impacts the project will have on the region," said Keith Wagner, the group's legal adviser.

The press release says that the impact report could be easily remade within the development timeline, which calls for the island plan to be fully built between 2020 and 2030.

dschreiber@sfexaminer.com

URL: <http://www.sfexaminer.com/blogs/under-dome/2011/07/san-francisco-s-treasure-island-plans-face-lawsuit>

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Group sues over Treasure Island development

Marisa Lagos, Chronicle Staff Writer

Tuesday, July 19, 2011

Six weeks after San Francisco officials approved the development of a huge neighborhood on Treasure Island, a group filed suit Monday, claiming the city did not adequately assess the environmental impacts of the project.

Fun things to do on the warm days.
And the other 350.



A group calling itself Citizens for a Sustainable Treasure Island said the \$1.5 billion development, which includes a ferry terminal and an eco-friendly neighborhood that could house up to 19,000 new residents in the next three decades, has become "bloated and unsustainable."

In a written statement, the group said it does not want to halt the project but rather "ensure that the impacts of the project can be sustained by the Bay Area as a region."

The lawsuit, filed in San Francisco Superior Court, seeks to force the city to undertake a revised environmental impact report, an assessment of the project that is required under state law.

E-mail Marisa Lagos at mlagos@sfgate.com.

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2011/07/19/BA9B1KC2RH.DTL>

This article appeared on page C - 2 of the San Francisco Chronicle

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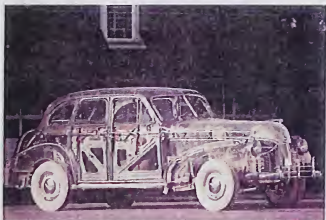
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JULY 20, 2011, 11:00 AM ET

World's Fair 'Ghost Car' Up for Auction This Month



This Pontiac Deluxe Six with transparent body panels was on display at the World's Fair in 1939.

RM Auctions

A 1939 Pontiac Deluxe Six often called the Ghost Car that was an attraction at the New York World's Fair the same year is to be auctioned July 30 at the RM Auctions St John's sale in Plymouth, Mich.

The car, clad in clear Plexiglas body panels, allowed visitors at the General Motors "Highways and Horizons" exhibit to see the complex innards of a modern automobile. The Pontiac's workings, which seem humble by today's standards, included an 85-horsepower six-cylinder engine, three-speed manual transmission and four-wheel drum brakes.

To build the exhibit car, GM collaborated with chemical company Rohm & Haas, which had recently developed Plexiglas. The company made replicas of the car's outer body panels out of the

clear plastic. Underlying structural metal parts were copper-washed and other parts including the dashboard were chrome-plated. Rubber moldings and the tires were made in white. The car reportedly cost \$25,000 to build, which was serious money in those days.

Plexiglas went on to be used for cockpit canopies, nose sections and gun turrets on military aircraft during World War II and later became popular for a wide range of consumer products.

According to the GM Heritage Center a second clear-bodied car was built on a Pontiac Torpedo Eight chassis for the 1940 Golden Gate Exposition on Treasure Island, a man-made island in San Francisco Bay. After their exhibitions the two cars were sent on tours to numerous dealerships and a couple of private collectors before the current owner bought it in the early 1980s.

The auction company says the old Pontiac is "in a remarkable state of preservation, a testament to the longevity of Plexiglas in an era when automotive plastics tended to self-destruct within a few years." It is a running car, though driving it has never been practical. The odometer reads 86 miles, RM says. The car is expected to fetch between \$275,000 to \$475,000.

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Where to go to have a blast at the SF Fourth of July fireworks show

By: Staff Report | 07/03/11 4:00 AM

The San Francisco fireworks show begins about 9:30 p.m.

Best places to watch

On a ship: Starting at 7:30 p.m., catch the show from the deck of the National Liberty Ship S.S. Jeremiah O'Brien on Pier 45 at Fisherman's Wharf. Tickets are \$20 for adults, \$15 for those 62 years and older, \$10 for kids 6 to 12 and \$45 for a family (two adults, up to two children). Hot dogs, chips and drinks are included. More info:

www.ssjeremiahobrien.org, (415) 544-0100

Northeast waterfront: One of the most popular spots to watch the fireworks is from

Aquatic Park at Pier 39. Municipal Pier will be closed to the public. Boats will not be allowed to enter the lagoon between 1 and 11 p.m. No fireworks or barbecues are permitted in Aquatic Park. More info: www.visitfishermanswharf.com

Crissy Field: A good place to plan a picnic before the show begins. Arrive early, as Crissy Field will fill up fast.

Treasure Island: Another popular place, but lesser-known, the island will give you a look at other displays happening around San Francisco Bay.

Twin Peaks: An out-of-the-way spot that allows you to put a little more emphasis on romance, with plenty of spots to enjoy the vantage point and be discreet from anyone else with the same idea.

How to travel

As many as 200,000 people will be at Aquatic Park and Ghirardelli Square on the Fourth of July for fireworks and other festivities. Public transportation is strongly advised, as parking will be limited and some streets will be closed. More info: www.sfmta.com



Drawing a crowd: Aquatic Park at Pier 39 is a popular spot to see San Francisco's fireworks celebration, with as many as 200,000 people expected to attend. (Examiner file photo)

URL: <http://www.sfexaminer.com/local/2011/07/where-go-have-blast-sf-fourth-july-fireworks-show>



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A Monique Affair Announces Sponsorship of Same Sex Union Lounge at Wedding Expo

A Monique Affair to participate in wedding expo, a day filled with the latest in wedding trends on Treasure Island.

Oakland, CA, July 01, 2011 --(PR.com)-- (Chanda Eddens) of A Monique Affair, an event planning business serving the greater San Francisco East Bay Area, specializing in event coordination, party planning and with a focus on weddings, announced today plans to participate in the Something Old, Something New, Something Borrowed & Something Blue wedding expo. The Winery SF and Blue Salud Special Events host a day filled with networking and wedding presentations to be held at The Winery SF on Treasure Island, Sunday, July 17, 2011 from 11am-5pm.

The wedding expo aims to host brides and grooms, bridesmaids, wedding industry professionals and vendors, in a day dedicated to showcasing the latest in wedding trends. Guests will enjoy live entertainment, food & wine tastings, hair & make-up demonstrations, the best in wedding couture, exciting giveaways and even a same sex union lounge. Explore the many rooms and views offered by the premise at The Winery SF and allow the local wedding industry to wow you with various design ideas and displays.

A Monique Affair is a proud sponsor of the event and has agreed to coordinate and host the Same Sex Union Lounge at the wedding expo. A Monique Affair continues to reach out to the LGBT community in an attempt to provide top of the line wedding and event planning services and is quickly becoming one of the top local go-to planners. "I'm excited to be a part of the wedding expo, and I hope to bring some fun and creative elements to the Same Sex Union Lounge. More than anything, it's a fun day to spend enjoying the beautiful venue at The SF Winery," says Eddens.

Chanda Eddens, owner of A Monique Affair, brings over 15 years of event design and coordination experience to each of her event commitments. Those interested in contracting services from A Monique Affair, can visit the website ([www.amoniqueaffair.com](#)) for a detailed look at the services offered and booking details. The website also offers event design ideas, suggestions and Inspiration boards on A Monique Affair's blog.

Media Advisory: Interviews or further information available upon request. Contact:

Carla Ramos, PR Representative

A Monique Affair

Oakland, CA

[carla@lalavalentine.com](#)

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End to San Francisco redevelopment may be near

By: Dan Schreiber | Examiner Staff Writer | 06/22/11 4:00 AM

As state budget wrangling continues in Sacramento, San Francisco's Redevelopment Agency is waiting for the end — or a significant change — to what it does.

The end of the agency in The City could mean the ax for nearly a dozen projects that would provide hundreds of affordable-housing units, according to Redevelopment Agency Executive Director Fred Blackwell.

Blackwell addressed the agency's commission Tuesday to discuss the limbo condition of two state Assembly bills that passed muster with lawmakers last week, but have yet to be decided by Gov. Jerry Brown, who wants to eliminate the agencies statewide.

"The hit in San Francisco would be pretty substantial," Blackwell said in a phone interview, noting threats to efforts such as business revitalization on Third Street in the Bayview district and a push to revamp the mid-Market Street neighborhood.

Some of The City's bigger developments are safe, such as the plan to add 5,700 new homes at Parkmerced, because they are being financed through private capital. Funding for the massive Treasure Island project also should be safe since officials restructured its financing to avoid relying on redevelopment funds.

Plans to build 10,000 new homes at the former Hunters Point Naval Shipyard hinge mainly on redevelopment funds, but Karen Finn, a manager in the governor's Department of Finance, said in April the project would be safe because Brown has no intention of killing "projects that were under contract, under way."

Blackwell said it might not be that simple because the project's second phase — the bulk of new construction — has yet to secure a contract.

"That [statement] is out of line with what's in black and white in the bill itself," Blackwell said.

If redevelopment goes by the wayside, successor agencies would execute projects with active construction contracts. But those still in the planning phase — such as the replacement of the Hugo Hotel at Sixth and Howard streets and the rebuild of the Alice Griffith housing project in the Bayview — could be scrapped.



Although the Transbay Transit Center project is overseen by the Transbay Joint Powers Authority, some funding depends on revenue from Redevelopment Agency projects on state land in The City. (Examiner file photo)

Brown vetoed a primary state budget bill last week, but Assembly bills 26 and 27 would respectively eliminate redevelopment agencies, or force reform by letting them exist only if they pay a large portion of their collected revenue to essential services such as schools and fire departments.

Redevelopment supporters have threatened to file a lawsuit if the bills pass because they contend it is a violation of voter-approved Proposition 22, which prevents the cash-strapped state from raiding local government coffers.

If redevelopment morphs into a less potent funding source, work would slow significantly, Blackwell said. Essentially, the local agency would have to find money it doesn't have in the upcoming fiscal year's \$289 million budget.

"We will have to find \$24 million to redirect to the schools, and that's money we do not have budgeted," Blackwell said.

dschreiber@sfxaminer.com

Tearing 'em down

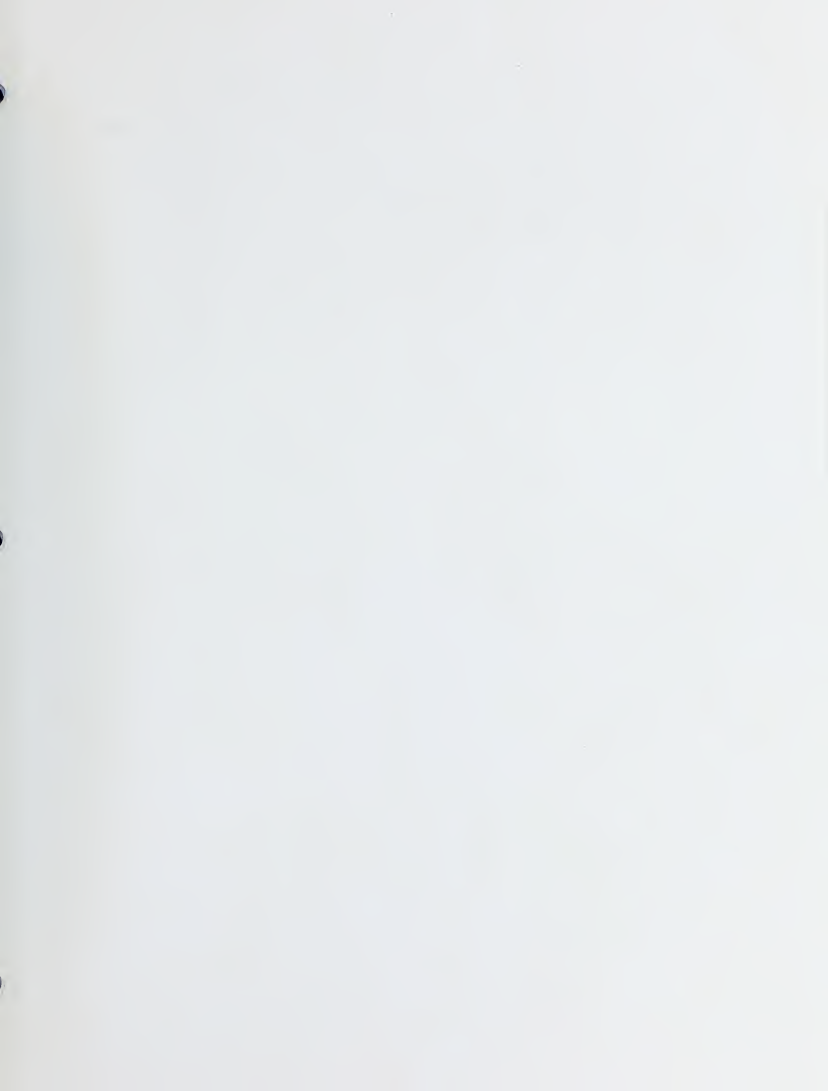
Projects that would be affected if the Redevelopment Agency is defunded include:

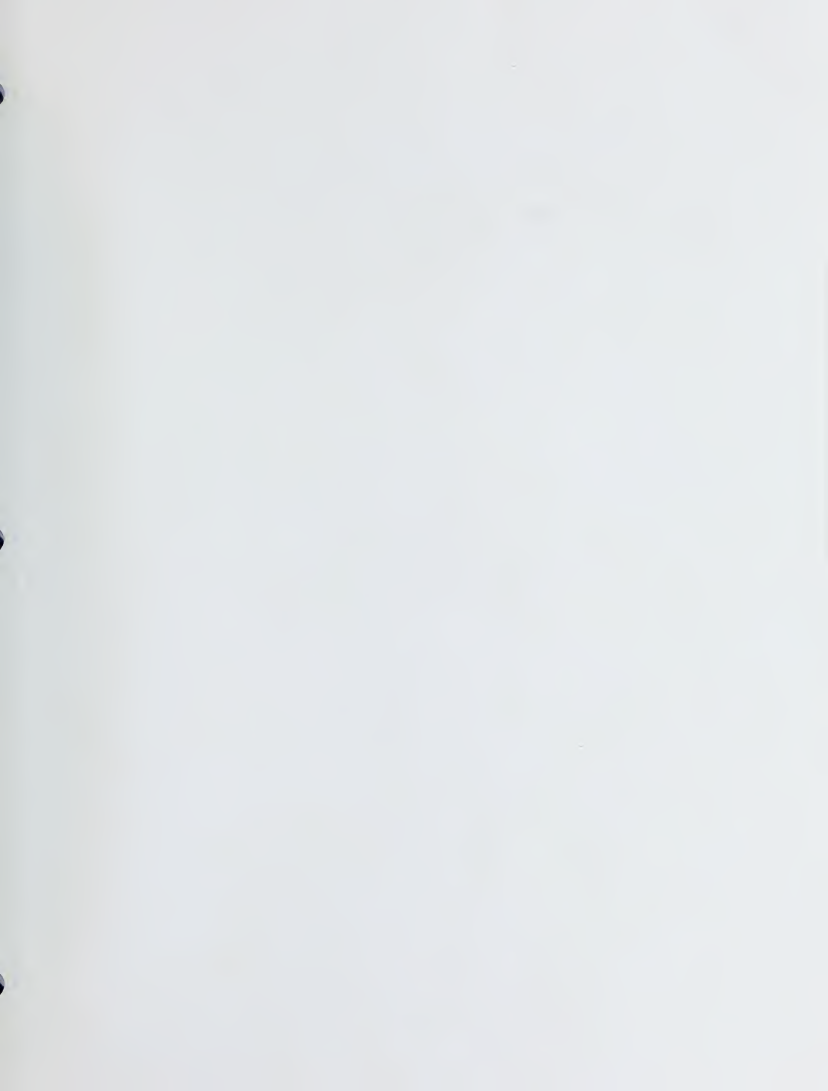
- **Transbay Transit Center:** Although the project also is overseen by the Transbay Joint Powers Authority, some funding depends on revenue from Redevelopment Agency projects on state land in The City
- **Alice Griffith housing project:** Rebuild of venue in Bayview district
- **Hugo Hotel:** Demolition and replacement building at the site of the hotel and its art installation, "Defenestration," at Sixth and Howard streets
- **5800 Third St.:** Senior housing at location in Bayview district
- **Market-Octavia neighborhood:** Housing development on the parcels formerly occupied by Central Freeway
- **Schlage Lock factory:** The Schlage Lock area plan in Visitacion Valley
- **Mid-Market Street:** General neighborhood revitalization
- **Sixth Street:** Facade and tenant improvement program

Source: Redevelopment Agency

URL: <http://www.sfxaminer.com/local/2011/06/end-san-francisco-redevelopment-may-be-near>







AGENDA ITEM 6 (b)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Authorizing the Director of Island Operations to Retroactively Execute a Film Production Use Permit, Including Waiver of Permit Fees, with Knife Fight LLC (Action Item)

Contact: Mirian Saez, Director of Island Operations

Phone: 415-274-0660

BACKGROUND

Knife Fight LLC is a film production company with a month-to-month Use Permit with the Authority for office, parking and storage space on Treasure Island in support of production of the feature film "Knife Fight". Knife Fight LLC's Use Permit with the Authority ran through July 13, 2011 and includes offices and storage space in Building 1 as well as the Eucalyptus Parking Lot located at California Avenue and Avenue B.

As part of production activities, Knife Fight LLC utilized additional Treasure Island locations on July 5, 2011 for production filming, including the Building 1 parking lot, Building 1 lobby space, San Francisco Gaelic Athletic Association field space and Avenue E in front of the Boys and Girls Club Clubhouse at Building 33. Knife Fight fulfilled all Film Use Permit requirements, undertook all appropriate community notification and engagement, and provided a contribution to the Boys and Girls Club for consideration of use of space adjacent to the Clubhouse.

TERMS OF FILM PRODUCTION USE PERMIT

Locations: Treasure Island Building 1 parking lot and Lobby Space; Exterior location at Avenue E between 11th and 13th Street, Exterior location at Treasure Island Playground F; Exterior location at Avenue of Palms between 9th Street and California Avenue.

Term: July 5, 2011 between 7:30 AM and 10:00 PM

Permit Fee: Waived

Security Deposit: Two Hundred Dollars (\$200.00)

All terms of this Film Production Use Permit are standard, except for waiver of Permit Fee.

FINANCIAL IMPACT

This Permit proposes waiver of standard Use Permit fee associated with film and photo production on Treasure and Yerba Buena Island. As discussed above, Knife Fight LLC is a Permittee of the Authority in good standing generating monthly Use Permit Fees of approximately \$5,500 per month for the term of production. Production utilizes Toolworks for janitorial services and also makes concerted efforts to regularly patronize on-Island businesses including the Treasure Island Market, T.I. Bar and Grill and Oasis Café. The Treasure Island Special Event Policy sets standard daily Use Permit fee rates for on-Island film and still photo production activities. Previous productions with on-Island Subleases and monthly Use Permits for production space, including the NBC production "Trauma" and Indigo Films "I (Almost) Got Away With It", have been granted short-term Film Use Permits with waiver of Permit Fees in consideration of the monthly revenue derived from the Authority under the Sublease or monthly Use Permit.

In consideration of the monthly revenue generated by the Permittee and the increase in patronage of on-Island businesses created by the production during their tenancy, Project Office staff recommends approval of this Use Permit with waiver of standard Permit Fees.

RECOMMENDATION

Staff recommends retroactive approval and authorization for the Director of Island Operations or her designee to execute the Use Permit, including waiver of Permit Fee, with Knife Fight, LLC

Exhibit A: Use Permit between TIDA and Knife Fight LLC

Prepared by: Peter Summerville, Leasing Manager
For: Mirian Saez, Director of Island Operations

P-467
USE PERMIT FOR FILM PRODUCTION
AND RELATED ACTIVITIES ON TREASURE ISLAND

THIS USE PERMIT (this "Permit") dated for reference only as of July 1, 2011, is made by and between the Treasure Island Development Authority ("Authority") and Knife Fight LLC, a California Limited Liability Company ("Permittee").

RECITALS

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Events Venues Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for South Waterfront Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for Land and Structures Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for Childcare Center Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for Marina Naval Station Treasure Island (collectively the "Master Leases"), by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use those certain properties located on Naval Station Treasure Island, all as more particularly described in the Master Lease (the "Master Lease Property"); and

WHEREAS, Permittee seeks to use a portion of the Master Lease Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

1. Basic Permit Information

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation
------------	--

Permittee:	Knife Fight, LLC, a California Limited Liability Company
------------	---

Premises (Section 2):	That certain portion of the Master Lease Property as more specifically shown and attached hereto as <u>Exhibit B-Identification</u>
-----------------------	---

	<u>and Location Form.</u>
Structural Report (Section 5):	None
Permitted Use (Section 6):	Film production and related activities for the feature film titled "Knife Fight" and for no other purpose whatsoever.
Parking Rights (Section 8):	Up to thirty (30) vehicles may be parked in the areas designated for parking on <u>Exhibit B</u> , attached hereto.
Permit Fees (Section 12):	Waived
Term (Section 13):	Commencement Date and Time: July 5, 2011 at 6:00 AM Expiration Date and Time: July 5, 2011 at 10:00 PM
Utilities (Section 20):	Not applicable.
Insurance Limits (Section 22):	Worker's Compensation Insurance - statutory amounts Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident or occurrence Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage
Address for Notices (Section 26):	
Authority:	Treasure Island Development Authority One Avenue of the Palms Building 1, 2 nd Floor Treasure Island San Francisco, CA 94130 Attn.: Director of Island Operations

Phone No.: (415) 274-0660
Fax No.: (415) 274-0299

Permittee:

Knife Fight, LLC
One Avenue of Palms, 2nd Floor
Treasure Island
San Francisco, CA 94130

Phone: (415) 762-1394
Fax: (415) 276-3146
Email: debbiebrusf@gmail.com

Security Deposit (Section 38):

Two Hundred Dollars (\$200.00)

2. License of Premises. Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

3. Inspection of Premises. Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

4. As Is; Disclaimer of Representations. Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee

acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. **Seismic Report and Structural Report.** Without limiting Section 3 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. **Use of Premises.** Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information during the times specified in the Location Form, which Location Form may be amended in writing by mutual agreement of the parties. Permittee shall comply with all conditions of approval or use guidelines set forth in the Location Form, the General Guidelines and Information for Filming on Treasure Island attached hereto as Exhibit E, the San Francisco Police Department Film Production Guidelines attached hereto as Exhibit F, or as otherwise required by Authority. Authority reserves the right, in its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations. Authority shall keep the Premises free and clear of any liens or claims of lien arising out of Permittee's use of the Premises and Permittee shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the Premises or its general vicinity.

7. **Restrictions on Use.** Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Invitees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises, without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority or Navy property.

8. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on the Location Form attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit I. Further public transportation information is also available on-line at <http://www.511.org>.

9. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 37 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and all applicable provisions of the San Francisco Environment Code.

10. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

11. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

12. **Permit Fees.** Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers

this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

13. Term of Permit; Revocability. The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

14. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act), whether presently in effect or subsequently adopted, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee, at its sole cost and expense, shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g., General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

15. **Security.** In addition to the Permit Fee described in Section 12 above, Permittee shall provide the security, police and medical support services described on Exhibit G, attached hereto, at its sole cost and expense.

16. **Rules and Regulations.** In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit H. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

17. **Surrender.** Upon the expiration or termination of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any expiration or termination of this Permit.

18. **Repair of Damage.** If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs on behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

19. **Public Safety.** Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

20. **Utilities.** Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

21. **Release and Waiver of Claims; Indemnification**

21.1. **Release and Waiver of Claims.** Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and

other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses"), including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 21.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES the Authority from, any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 21.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.

(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

21.2. Acknowledgment. Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

21.3. Permittee's Indemnity. Permittee, on behalf of itself and Permittee's Agents, shall indemnify, protect, defend and hold harmless forever ("Indemnify") the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 21.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 21.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

22. INSURANCE

22.1. Permittee's Insurance. Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Subtenant has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

22.2. Claims Made Policy. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

22.3. Annual Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

22.4. Additional Insureds. Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

22.5. Payment of Premiums. Permittee shall pay all the premiums for maintaining all required insurance.

22.6. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

22.7. General Insurance Matters.

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

22.8. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

22.9. Lapse of Insurance. Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

22.10. Permittee's Personal Property. Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

23. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

- 24. Copyrights.** Permittee shall obtain all approvals for, and pay for all costs arising from, the use of patented, trademarked, franchised and copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the film production and related activities.
- 25. Ownership of Results.** Authority recognizes and agrees that it shall hold no ownership or other proprietary interest in the film products created by Permittee pursuant to this Permit. Authority agrees that it shall take no action to prohibit, delay or otherwise inhibit Permittee's rights to utilize the film products created by Permittee as a result of Permittee's breach of any of the terms, covenants or conditions of this Permit.
- 26. No Joint Venture or Partnership; Independent Contractor.** This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.
- 27. Impossibility of Performance.** If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.
- 28. Possessory Interest Taxes; Payment of Taxes.** Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.
- 29. Notices.** Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information.
- Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.
- 30. Location Credit.** Permittee shall expressly give credit to the "Treasure Island Development Authority" and the "City and County of San Francisco" in the credits of any film resulting from the activities under this Permit. Such credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Permittee's

sole discretion but consistent with other "thank you" type credits accorded to locations of filming, if any. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

31. Production/Film Coordination. No filming on the Premises shall depict the U.S. Military in any manner and Permittee shall obtain the Navy's prior written approval to all filming in outdoor areas. Permittee further acknowledges and agrees to verify in writing to the Navy that any production being filmed at the Premises does not depict the U.S. Military in any manner (or to obtain the Navy's consent thereto) and to furnish a copy of the shooting script to Patricia McFadden, BRAC Field Team Leader, Caretaker Site Office, One Avenue of Palms, First Floor, Treasure Island, San Francisco CA 94130. Whether the U.S. Military is being depicted is the only aspect of script content that is appropriate for the Navy's review. The portrayal of any subject material other than the U.S. Military is the sole responsibility of Permittee.

32. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

33. Non-Discrimination.

33.1 Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

33.2 Subcontracts. Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 33.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

33.3 Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and

retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

33.4 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

34. Tropical Hardwoods and Virgin Redwood. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

35. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

36. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

37. Food Service Waste Reduction. Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set

forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

In addition, if 2,000 or more of Permittee's Agents and/or Permittee's Licensee's will be at the Premises, Permittee shall submit a recycling and waste reduction plan to the Authority's Events Coordinator and comply with State Assembly Bill 2176 (Montanez, Chapter 879, Statutes of 2004).

38. Security Deposit. Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 38, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

39. General Provisions. (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover

from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions. Permittee further represents and warrants to Authority that all information provided to Authority in the Location Form is true and correct.

PERMITTEE:

Knife Fight, LLC
a California Limited Liability Company

By: _____

Name: _____

Title: _____

AUTHORITY:

TREASURE ISLAND
DEVELOPMENT AUTHORITY

By: _____

Mirian Saez
Director of Island Operations

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Deputy City Attorney

Treasure Island Film Permit
Exhibit A

Leases between the United States of America and Treasure Island Development Authority for South Waterfront, Land and Structures, Childcare Center, Marina and Event Venues Naval Station Treasure Island are all available upon request;

Treasure Island Film Permit
Exhibit B

Identification and Location Form

Treasure Island Film Permit
Exhibit C

"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995

Exhibit D
Facility Structural Report

None

EXHIBIT E
General Guidelines and Information for
Filming on Treasure Island

EXHIBIT F
San Francisco Police Department Filming Guidelines

EXHIBIT G
Security

EXHIBIT H
Treasure Island Rules and Regulations

EXHIBIT I
Public Transportation Information

1 [Use Permit with Knife Fight LLC.]

2 **Resolution Authorizing the Director of Island Operations to Retroactively Execute a**
3 **Film Production Use Permit, Including Waiver of Permit Fees, with Knife Fight LLC.**

4 WHEREAS, Former Naval Station Treasure Island is a military base located on
5 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
6 the United States of America, acting by and through the Department of the Navy; and,

7 WHEREAS, The Base was selected for closure and disposition by the Base
8 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
9 subsequent amendments; and,

10 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
11 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
12 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
13 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
14 conversion of the Base for the public interest, convenience, welfare and common benefit of
15 the inhabitants of the City and County of San Francisco (the "City"); and,

16 WHEREAS, On April 15, 2011 Knife Fight LLC entered into a Use Permit for office and
17 storage space at Treasure Island Building 1 and equipment and vehicle parking space at the
18 Eucalyptus Parking Lot for the purpose of production of the feature film "Knife Fight" between
19 April 15, 2011 and July 15, 2011 ; and,

20 WHEREAS, On July 5, 2011 "Knife Fight" production filmed several scenes on-Island
21 at a variety of locations, including the Building 1 parking lot, Building 1 lobby space, San
22 Francisco Gaelic Athletic Association field space and Avenue E in front of the Boys and Girls
23 Club Clubhouse at Building 33.; and,

24 WHEREAS, "Knife Fight" fulfilled all Film Use Permit requirements and obligations
25 under the July 5, 2011 permit and undertook all appropriate community notification and

1 engagement, and provided a contribution to the Boys and Girls Club for consideration of use
2 of space adjacent to the Clubhouse;

3 WHEREAS, a Film Production Use Permit document between the Authority Knife Fight
4 LLC was required to appropriately document these uses of buildings and grounds on former
5 Naval Station Treasure Island by Knife Fight LLC; and

6 WHEREAS, TIDA staff recommends waiver of the Permit Fee for this Film Use Permit
7 as Knife Fight LLC provides regular revenue to the Authority through its Use Permitting of a
8 portion of Building One and of the Eucalyptus Parking Lot; and

9 WHEREAS, TIDA staff believes that waiver of the Permit Fee for this one-day Film Use
10 Permit is warranted due to revenue generated by Knife Fight LLC through their current Use
11 Permits for office, storage and parking space on-Island in support of overall production
12 activities; now, therefore, be it

13 RESOLVED, That the Board of Directors hereby retroactively approves the Use Permit
14 between Knife Fight LLC and the Authority, and authorizes the Director of Island Operations
15 or her designee to execute said Use Permit in substantially the form attached hereto as
16 Exhibit A; and, be it

17 FURTHER RESOLVED, That the Board of Directors approves the waiver of a standard
18 Permit Fee for this Use Permit in recognition of the regular revenue already provided the
19 Authority by Knife Fight LLC through its Use Permitting of Building One office and storage
20 space and of the Eucalyptus Parking Lot; and, be it

21 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
22 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)
23 the terms and conditions of the Use Permit are economically reasonable; and, be it

24 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
25 Island Operations or her designee to enter into any additions, amendments or other

1 modifications to the Use Permit that the Director of Island Operations determines in
2 consultation with the City Attorney are in the best interests of the Authority, that do not
3 materially increase the obligations or liabilities of the Authority, that do not materially reduce
4 the rights of the Authority, and are necessary or advisable to complete the preparation and
5 approval of the Use Permit, such determination to be conclusively evidenced by the execution
6 and delivery by the Director of Island Operations or her designee of the documents and any
7 amendments thereto.

8
9 **CERTIFICATE OF SECRETARY**

10 I hereby certify that I am the duly elected Secretary of the Treasure Island
11 Development Authority, a California nonprofit public benefit corporation, and that the
12 above Resolution was duly adopted and approved by the Board of Directors of the
13 Authority at a properly noticed special meeting on September 14, 2011.

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15 _____
16 Jean-Paul Samaha, Secretary
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AGENDA ITEM 6 (c)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Authorizing the Director of Island Operations to Retroactively Execute a Loan Agreement with the California African American Museum for the Temporary Loan of the Miguel Covarrubias Mural "Peoples of the Pacific" (*Action Item*)

Staff Contact/Phone: Mirian Saez, Director of Island Operations
(415) 274-0660

SUMMARY OF PROPOSED ACTION

This item seeks retroactive approval by the Board of Directors of the Treasure Island Development Authority ("Authority") of a Loan Agreement with the California African America Museum ("CAAM") in Los Angeles, CA for the purposes of the temporary loan and exhibition of the Miguel Covarrubias mural "Peoples of the Pacific", one of the murals which comprise the "Pageant of the Pacific" mural set.

BACKGROUND

In mid-2010, the CAAM approached Authority staff to request a loan of the mural "Peoples of the Pacific," which is one of a set of five murals which make up the Authority's "Pageant of the Pacific" mural set, painted by famed Mexican muralist Miguel Covarrubias for the 1939 Golden Gate International Exposition. In 2004, the Murals were restored under a partnership between the Authority, the Government of Mexico, the Fine Arts Museums of San Francisco (FAMSF) and the Charles and Frances K. Field Fund. Subsequently they were exhibited at four locations in Mexico between 2004 and 2007, including the National Museum of Anthropology and History in Mexico City and the UNESCO Forum 2007 in Monterrey, MX. Upon the return of the Murals from Mexico, one mural from the "Pageant of the Pacific" set, "The Flora and Fauna of the Pacific" was put on extended temporary loan to FAMSF for display at the deYoung Museum, where it is currently on exhibition in the museums Americas gallery.

Chartered by the State of California in 1977 and located in Los Angeles, the CAAM began operations in 1981 and celebrates the history and culture of the African-American community in California. The mural will be installed at the CAAM as part of an exhibit entitled "*The African Diaspora of Miguel Covarrubias: Driven by Color, Shaped by Culture*". Including transportation, installation, exhibition and deinstallation periods, the term of the Loan Agreement is July 26, 2011 through March 12, 2012, with exhibition dates of September 1, 2011 through February 26, 2012. The mural was transported from the Authority to CAAM during the week of July 25th, and will be transported back again by L.A. Packing, Crating and Transport. The proposed exhibit area at CAAM is secure, climate controlled and meets the basic standards of appropriate exhibition space for

works of art such as the mural. Installation and deinstallation of the Mural will be handled by CAAM staff, under the technical supervision of the FAMSF. CAAM will be responsible for all costs associated with the transportation, installation, deinstallation, exhibition and insuring of the Mural at all times during the Loan Period as well as for the care and conservation of the Mural while on exhibit, as specified in the Loan Agreement. At the end of the exhibition, the Mural will be transported back to the Authority. The terms and conditions contained in the Loan Agreement before the Board are the standard terms and conditions contained in previous Loan Agreements for temporary loan of the mural set.

RECOMMENDATION

Staff recommends retroactive approval of the Loan Agreement with the California African American Museum.

EXHIBITS

- A Loan Agreement between the Authority and the California African American Museum.
- B Information on "*The African Diaspora of Miguel Covarrubias: Driven by Color, Shaped by Culture*".

Prepared by Peter Summerville
for Mirian Saez, Director of Island Operations

July 1, 2011

AGREEMENT BETWEEN

**TREASURE ISLAND DEVELOPMENT
AUTHORITY**

One Avenue of Palms, Second Floor
Treasure Island
San Francisco, CA 94130
Attention: Mirian Saez
Director of Island Operations
Phone: (415) 274-0660
Fax: (415) 274-0299
Email: Mirian.Saez@sfgov.org

AND

**CALIFORNIA AFRICAN AMERICAN
MUSEUM, A California State Museum**

600 State Drive, Exposition Park
Los Angeles, CA 90037
Attention: Susan Guadamuz
Phone: 213-744-2023
Email: sguadamuz@caamuseum.org

I. NAMING OF PARTIES

This document (hereafter, "Agreement") sets forth the terms of mutual agreement between the lender, the Treasure Island Development Authority (the "Authority" or "TIDA"), and the borrower, California African American Museum, a California State Museum concerning the forthcoming exhibition of artworks with the working title:

**"Peoples of the Pacific"
From the set "Pageant of the Pacific Murals"
By Miguel Covarrubias
(hereafter, the "Covarrubias Murals")**

IA. RECITALS

Whereas, the Authority owns the Covarrubias Murals and is responsible for the long-term care and preservation of the Covarrubias Murals; and

Whereas, the parties' primary focus in entering into this Agreement is to foster cultural exchange between San Francisco and Los Angeles, celebrate a shared artistic heritage and to help ensure the public enjoyment of the Covarrubias Murals; and

Whereas, the California African American Museum seeks to borrow one (1) of the Covarrubias Murals described in Section II.A below (the "Mural") for the purpose of a temporary public presentation at the California African American Museum as part of an exhibition on Miguel Covarrubias ("Loan"); and

Whereas, California African American Museum is committed to ensuring the successful execution of project activities, ensure the proper care and protection of the Mural, and proper day-to-day management of project activities; and

Whereas, the Authority recognizes the historical and cultural significance of the Mural and is committed to exhibiting the mural in a professional manner; and

Whereas, California African American Museum is committed to funding all elements of the Loan, including but not limited to transportation, installation and deinstallation, exhibition, insurance, security and promotion.

The Parties hereby agree to the terms and conditions of this Agreement.

II. EXHIBITION

II.A. CONTENTS OF THE MURALS

The Mural subject to this Agreement consists of a total of 12 panels painted by Miguel Covarrubias for the Golden Gate International Exhibition on Treasure Island in 1939. The Mural depicts cultural scenes of various countries around the world, particularly those countries surrounding the Pacific Rim. Photographic images of the Mural, together with a description, shall be attached as Appendix A ("Description of Mural") to this Agreement.

II.B. SCHEDULE

The Mural will be presented according to the following schedule (or other schedule as may be approved in writing by both Parties to this Agreement and by the San Francisco City Risk Manager) (the "Exhibition Schedule"):

Transportation from storage to venue and installation at venue:

July 26, 2011– August 31, 2011

Venue: California African American Museum

600 State Drive, Exposition Park

Los Angeles, CA 90037

Display at venue:

September 1, 2011 – February 26, 2012

Venue: California African American Museum
600 State Drive, Exposition Park
Los Angeles, CA 90037

Deinstallation at venue and transportation from venue back to storage:

February 27, 2012 – March 12, 2012

Storage Location: Atthowe Fine Arts Services
3924 Market Street
Oakland, CA 94608

The Mural shall travel to the California African American Museum and be exhibited from the period of July, 2011 through March, 2012. California African American Museum shall not move the Mural to any other exhibition venue without the Authority's prior written consent and approval by the San Francisco City Risk Manager. California African American Museum will be responsible for all costs associated with the installation (including any costs associated with supervision by Authority or Fine Arts Museums of San Francisco staff), deinstallation, packing, couriers, shipping, transport and security. Any change of dates or location for the exhibition of the Mural shall be agreed upon in writing by all parties, and the San Francisco City Risk Manager.

II.C. SPONSORSHIP

If California African American Museum finds sponsors for any portion of the Mural exhibition, for the purpose of offsetting expenses related to the Mural, California African American Museum shall inform the Authority of such sponsor.

II.D. FINANCIAL AND CONTRACTUAL RESPONSIBILITIES

1. There shall be no additional public participation fee at California African American Museum for the viewing of the Mural;
2. California African American Museum shall provide at no cost to the Authority:
 - a. Photographs of the mural on display at the exhibition venue and 25 free copies of any materials produced for the Exhibition (Museum notes, didactic brochures) and 5 catalogs.
 - b. Mounting and display for each panel of the Mural.
 - c. Payment for art insurance unless otherwise specified under Section III (Insurance), herein, and any other insurance requested by the San Francisco City Risk Manager.
 - d. All local costs of installation and deinstallation, unpacking and packing of crates, graphics, security, programs, events and publicity.
 - e. Any necessary curatorial research for the exhibition, display, and publication of the Mural

- f. Transportation and shipping from the Mural permanent storage location to California African American Museum, and back to the Mural permanent storage location.
3. California African American Museum shall immediately alert the Authority of any changes in the facility and/or galleries designated for the exhibition of the Mural during the period covered by this Agreement, and the Authority must approve any such changes. California African American Museum shall ensure that the facility will conform with the Authority-approved facilities report throughout the exhibition of the Mural.

III. INSURANCE

California African American Museum, in consultation with, and subject to the final approval of, the San Francisco City Risk Manager, shall secure an all-risk, fine arts wall-to-wall insurance policy form for the value of the Mural, including coverage for the perils of transit, earthquake, flood and windstorm or damage from any cause except wear and tear, gradual deterioration, and other standard fine arts policy exclusions, with a zero deductible. California African American Museum shall name the Authority, the City and County of San Francisco, the Fine Arts Museums of San Francisco, and the Corporation of the Fine Arts Museums, as additional insureds and shall name the Authority as the loss payee for the Mural under that policy. On or before July 26, 2011, California African American Museum shall provide to the Authority a certificate of insurance and endorsement evidencing such coverage. This coverage will apply from the time of condition checking at the Authority, through the exhibition of the Mural at the exhibition venue listed on the Exhibition Schedule, until the Mural are returned safely and are condition checked at the Authority. Failure of California African American Museum to pay for such insurance or to secure the insurance required under this section shall constitute a basis for termination of this Agreement. California African American Museum's insurance coverage must be placed with an insurance company rated AM Best A VII or better.

All policies shall provide thirty (30) days' advance written notice to the Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason.

IV. CARE AND CONSERVATION

IV.A. STANDARD OF SECURITY

The Mural shall be treated by California African American Museum as they would treat all works of art of great quality and in accordance with standard professional museum practices. California African American Museum will accept full responsibility for the security and safekeeping of the Mural and will provide security in accordance with standard professional museum practices. Security provisions will include guards posted in and around the Mural

during public hours monitoring any and all exits and 24-hour electronic surveillance if necessary. Signage and barriers will be provided to help protect the Mural where necessary.

IV.B. ENVIRONMENTAL REQUIREMENTS

The Mural must be stored, handled and exhibited in conformity with standard museum practices, which include the following environmental requirements. Specific instructions for the Mural are listed below.

1.	Temperature:	68-70 degrees Fahrenheit (20-23 C.) +/- 10 degrees.
2.	Humidity:	50% R.H. +/- 5% R.H.
3.	Light:	Not to exceed 5-15 foot candles (50-150 LUX) depending on the media of the Murals (specified in Appendix A). No panels of the Murals are to be directly exposed to natural light or ultra-violet light of any kind. No lights shall be allowed inside of display cases without the permission of the Authority.
4.	Restrictions:	Under no circumstances shall California African American Museum allow smoking or food and beverage in the same galleries as the Murals.
5.	Documentation:	California African American Museum shall accurately document the condition of the murals, in a professionally accepted Condition Report format, upon unpacking and installation and again upon deinstallation and packing for return to Authority. If requested, California African American Museum shall accurately document temperature, light and relative humidity in the exhibition galleries from the time the Mural arrives until the departure of the Mural. California African American Museum shall accumulate and maintain such daily documentation and provide if requested by the Authority.
6.	Exhibition Cases:	The Murals must be inside vitrines or behind a protective bar/barrier such as a bar stanchion, approved by the Authority, to prevent visitors from touching or standing too close to the Murals, unless otherwise approved by the Authority. If the Murals are to be displayed inside a display case, the interior of the cases that are to house the Murals should be fabric-lined, not painted.
7.	Storage:	Any storage of the Murals must be reviewed in advance by the Authority and must be in a climate-controlled space with adequate security. Any storage costs required must be borne by California African American Museum.
8.	Handling:	California African American Museum is required to follow all instructions for handling each panel of the Murals that shall be provided by the Authority in the condition report book that will travel with the Murals in accordance with Section V of this Agreement.

V. TRANSPORTATION AND SECURITY

V.A. PACKING CASES

The Mural shall be transported to and from the exhibition in packing cases provided by the Authority. California African American Museum shall be responsible for the cost of crating and packing. California African American Museum shall also be responsible for the condition of the packing cases at all times throughout the course of the Loan, and shall immediately report to the Authority any damage caused to any of the packing cases. In the event of damage to any of the cases, California African American Museum shall be responsible for providing a replacement case(s) deemed satisfactory by the Authority. The Authority, in consultation with the Fine Arts Museums of San Francisco, shall designate an agent to oversee all aspects of packing and crating the works for shipment.

V.B. PACKING AND UNPACKING

The representatives of the Authority shall supervise all packing and unpacking of the Mural. Upon arrival of the Mural at the exhibition venue, the crates must remain unopened for 24 hours in order to acclimatize the Mural to the space prior to unpacking. The packing and unpacking of the Mural shall be carried out by trained art handlers previously approved by the Authority at no cost to the Authority and supervised by the representatives of the Authority or the Authority's designated representative. At the conclusion of the exhibition of the Mural, the empty crates shall be placed by California African American Museum in the galleries for 24 hours prior to repacking of the Mural in order to acclimatize the crates.

V.C. CONSERVATION

If any damage should occur to any of the panels of the Mural between the time they leave the Authority and are returned to the Authority, California African American Museum shall immediately notify the San Francisco City Risk Manager, Matthew Hansen by FAX at 415 554-6168. In addition, California African American Museum shall immediately notify the Director of Island Operations, by FAX 415-274-0299 or e-mail Mirian.Saez@sfgov.org. No conservation treatment shall be undertaken without written approval from the Authority. The Authority reserves the right to inspect the Mural from time to time during the exhibition and to remove any panel of the Mural from the exhibition if in the Authority's judgment such removal is necessary for its protection.

The Mural shall be unpacked in climate controlled exhibition space that shall be removed and sealed from any galleries that are not fully prepared and painted in advance.

V.D. CONDITION REPORTS

A Condition Report shall be attached to this Agreement as Appendix B ("Condition Report"). Upon unpacking, the California African American Museum or Authority representatives

shall note any change in the condition of the Mural on the Condition Report and date and sign the same. At the time of re-packing, the same procedures shall apply.

V.E. SHIPPING AND TRANSPORT

If any shipments are arranged by truck, the trucks must be air-ride, climate-controlled vehicles. California African American Museum must consult with the Authority representative before any arrangements are made for the transportation of the Mural. The cost of all shipping and transport shall be paid by California African American Museum.

V.F. COURIERS

California African American Museum shall be responsible for the costs of airfare, ground transport to and from the Authority, hotel, and per diem for no more than two (2) Authority couriers during both installation and deinstallation at the exhibition venue. For the installation a courier or couriers shall be required to supervise unpacking and installation until the Mural is installed. At the close of the exhibition, a courier or couriers will be required to oversee deinstallation and packing.

V.G. INSTALLATION AND DEINSTALLATION

The Authority has already provided some existing photos to California African American Museum on CD Rom. A list of images is attached to this Agreement as Appendix C ("Images of Mural"). California African American Museum shall provide the Authority with a detailed work plan and a working schedule for installation and deinstallation of the Mural prior to the shipment of the Mural to California African American Museum. California African American Museum shall follow the Authority's requirements regarding packing, installation and deinstallation of the Mural.

VI. PHOTOGRAPH AND PUBLICITY; SPECIAL EVENTS

VI.A. PHOTOGRAPH AND REPRODUCTIONS

California African American Museum may reproduce the images for publicity and educational purposes only to promote, publicize, and provide information about the Mural. The Authority shall retain all copyright and ownership rights relating to such images. All original photography shall be returned to the Authority at the close of the exhibition. No commercial products reproducing any of the works will be made without the Authority's prior approval in writing. No photography will be permitted, except by the press or by special application and with supervision of the appropriate staff of the Authority.

Press previews involving photography and television coverage require the presence of a conservator, curator or representative of the Authority, to insure the safety of the Mural. Images to be reproduced for publicity shall be approved in advance by the Authority and when possible shall have an adjacent credit line correctly listing the caption and identifying the Authority as the owner and lender of the Mural.

California African American Museum shall supply the Authority all attendance figures, installation photographs, samples of printed material and press clippings from the exhibition venue.

VI.B. SPECIAL EVENTS

California African American Museum agrees to provide invitations to members of the Authority Board of Directors, City officials, Fine Arts Museums representatives, relevant staff and colleagues to the opening celebrations for the Exhibition of the Mural. The Authority shall provide California African American Museum with a list of persons prior to any event.

VII. DEFAULT

Failure or refusal of California African American Museum to perform or do any act herein required, or to ensure that California African American Museum comply with all conditions of this Agreement, shall constitute a default. In addition to any other remedy available to the Authority, the Authority may terminate this Agreement upon ten (10) days written notice to California African American Museum. Such termination does not waive any other legal remedies available to the Authority. Upon any termination of this Agreement, California African American Museum shall cooperate with the Authority in returning the Mural to the Authority in accordance with the provisions of Articles IV and V of this Agreement.

VIII. LIABILITY FOR LOSSES NOT COVERED BY INSURANCE/INDEMNIFICATION

California African American Museum agrees to indemnify, defend and hold the Authority, the City and County of San Francisco, including their respective officers, agents, and/or employees, harmless from any and all claims, damages, losses, liabilities and expenses, including, but not limited to, attorneys' fees and costs of litigation (collectively "Claims") in connection with any accident, loss, injury, or damage to persons or property arising out of the acts, errors, or omissions of California African American Museum, its officers, agents and/or employees, related to the performance of activities conducted pursuant to this Agreement, but only to the extent such Claims are attributable to the acts or omissions of California African American Museum or its officers, agents, and/or employees. This clause refers only to claims not covered through the Authority's art insurance policy as set forth in Section III (Insurance), above. The terms of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. DISPUTE RESOLUTIONS

Each of the parties pledges to use its best efforts to amicably resolve to their mutual satisfaction any non-insurance related disagreement arising out of this Agreement. The parties shall attempt to resolve any controversy through a panel that includes a representative of the Authority, a

representative appointed by the Mayor of the City and County of San Francisco, and a representative of California African American Museum. Failing this, the parties agree to attempt to resolve their disputes in non-binding arbitration in accordance with the rules of the American Arbitration Association in effect at the time the Agreement is entered into.

X. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform due to Force Majeure. "Force Majeure" with respect to a delay in or prevention of performance shall mean (a) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any flood, washout, explosion or any other cause beyond the reasonable control of the party from whom performance is required. Should any of these events occur, California African American Museum shall notify the Authority as soon as possible.

XI. CANCELLATION

In the event of the premature termination of this Agreement by California African American Museum, California African American Museum will be billed and held responsible for paying all expenses incurred to the date of termination. Any costs incurred as a result of cancellation will also be charged to California African American Museum. The terms of this Section XI shall survive the expiration or earlier termination of this Agreement.

XII. GOVERNING LAW; ATTORNEYS FEES

This Agreement shall be construed under and in accordance with the laws of the United States and the State of California. Every effort shall be made by both parties to avoid litigation and to affably work out to their mutual satisfaction any disagreement arising out of this Agreement. If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of the Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience.

XIII. NOTICES

Any notices given under this Agreement shall be addressed to the Authority or California African American Museum, as applicable, at their address set forth in Section 1 above. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

XIV. SCOPE OF AGREEMENT

This Agreement and all exhibits and appendices referred to herein, shall constitute the entire understanding of the parties with respect to the Mural, and there are no terms or conditions mutually agreed upon which are not set forth herein. This Agreement and the rights hereby granted shall be personal and the parties may not assign their rights or obligations hereunder without the prior written consent of both parties. Mutually acceptable modifications in this Agreement and its Appendices may be made at any time in writing signed by both parties.

XV. SIGNATURES

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, agreed to and accepted:

___ day of ___, 2011

CALIFORNIA AFRICAN AMERICAN MUSEUM

TREASURE ISLAND DEVELOPMENT
AUTHORITY

By: _____
Charmaine Jefferson

By: _____
Mirian Saez
Director of Island Operations

Date:

Approved as to Form:

DENNIS J. HERRERA,
City Attorney, City and County of San Francisco

By: _____
Deputy City Attorney

Date:

Appendix A ("Description of Mural")

Artist: Miguel Covarrubias
Painting: Suite of Murals: "Pageant of the Pacific"
Date: 1939-1940
Media: Duco lacquer on artist prepared Masonite support (est.)
Dimensions: There are 6 murals in total, one of which is missing and another two of which are currently on loan elsewhere. 4 are comprised of 12 panels (arranged in 2 rows of six) and 2 are comprised of 4 panels (arranged in a row, side by side). The following mural is subject to this Agreement:

1. "Peoples of the Pacific" ca. 15' x 24' (178" x 288") overall, 12 panels

Appendix B: Condition Report Books
Condition Report Books are kept with the Murals

**Appendix C (“Images of Mural”)
Taken in San Jose, CA - 2010**







FILE NO. _____

RESOLUTION NO. _____

1 [Loan of one Miguel Covarrubias Mural to the California African American Museum]
2 Authorizing the Director of Island Operations to Retroactively Execute a Loan
3 Agreement with the California African American Museum for the Temporary Loan of
4 the Miguel Covarrubias Mural "Peoples of the Pacific".
5

6 **WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended
7 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
8 Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated
9 the Treasure Island Development Authority ("the Authority") as a redevelopment agency
10 under California redevelopment law with authority over former Naval Station Treasure
11 Island (the "Base"), and (ii) with respect to those portions of the Base which are subject to
12 the public trust for commerce, navigation and fisheries (the "Tidelands Trust"), vested in the
13 Authority the authority to administer the Tidelands Trust as to such property; and,
14

15 **WHEREAS**, The Tidelands Trust prohibits the sale of Tidelands Trust property into
16 private ownership, generally requires that Tidelands Trust property be accessible to the
17 public and encourages public oriented uses of trust property that among other things
18 attract people to the waterfront, promote public recreation, protect habitat and preserve
19 open space; and,
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21 **WHEREAS**, The Board of Supervisors approved the designation of the Authority as
22 a redevelopment agency with powers over Treasure Island in Resolution No. 43-96, dated
23 February 6, 1998; and,
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1 **WHEREAS**, On March 29, 2001, the Authority approved a resolution accepting as a
2 gift from the Port of San Francisco five Miguel Covarrubias murals collectively titled
3 "Pageant of the Pacific" (the "Murals"); and,

4 **WHEREAS**, The California African American Museum ("CAAM") wishes to borrow the
5 individual mural titled "Peoples of the Pacific" for the purpose of publicly displaying the mural
6 at the California African American Museum in Los Angeles, CA as part of an exhibit entitled
7 "*The African Diaspora of Miguel Covarrubias: Driven by Color, Shaped by Culture*" from July
8 2011 through March of 2012; and,

9 **WHEREAS**, Under the terms of the Agreement, CAAM shall cover all costs related
10 to the transportation, insurance, handling and display of the Murals; now therefore be it,

11 **RESOLVED**, That the Authority hereby authorizes the Director of Island Operations or
12 her designee to **retroactively** execute the Loan Agreement in substantially the form attached
13 hereto as Exhibit A with the California African American Museum for temporary loan of the
14 Miguel Covarrubias Mural "Native Means of Transportation in the Pacific Area"; and, be it

15 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director
16 of Island Operations or her designee to enter into any additions, amendments or other
17 modifications to the Loan Agreement that the Director of Island Operations determines in
18 consultation with the City Attorney are in the best interests of the Authority, that do not
19 materially increase the obligations or liabilities of the Authority, that do not materially reduce
20 the rights of the Authority, and are necessary or advisable to complete the preparation and
21 approval of the Agreement, such determination to be conclusively evidenced by the
22 execution and delivery by the Director of Island Operations or her designee of the
23 documents and any amendments thereto.

1
2 **CERTIFICATE OF SECRETARY**

3 I hereby certify that I am the duly elected and acting Secretary of the
4 Treasure Island Development Authority, a California nonprofit public benefit
5 corporation, and that the above Resolution was duly adopted and approved by the
6 Board of Directors of the Authority at a properly noticed meeting on September 14,
7 2011.
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11 _____
12 **Jean-Paul Samaha, Secretary**
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AGENDA ITEM 6 (d)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Accepting San Francisco Board of Supervisors Authorization to Make Appropriate Arrangement for the Handling and Storage of a Portion of the Treasure Island Museum Collection as gifted to the City and County of San Francisco from the United States Navy. (Action Item)

Contact: Mirian Saez, Director of Island Operations

Phone: 415-274-0660

BACKGROUND

The Treasure Island Museum was a public attraction at Building One on Naval Station Treasure Island featuring the history of the United States military sea services, Treasure and Yerba Buena Islands, the Golden Gate International Exposition and Pan-Am Airways. The Museum was operated by the Navy between 1976 and 1996, with additional support provided by civilian staff and volunteers. The Museum's exhibits included historic artifacts, memorabilia, photographs, and replicas pertinent to the Museum's programming. This collection of items as owned and retained by the United States Navy upon the closure of Naval Station Treasure Island is known as the Treasure Island Museum Collection (the "Collection").

In preparation for planned disposition of former Naval Station Treasure Island ("Treasure Island") to the City and County of San Francisco (the "City"), the Navy's Naval Historic and Heritage Command (NHHC) sought to identify appropriate local entities to accept the non-US Military-sea-services, non-Pan American Airways items within the collection relevant to the history of the Bay Area. In the case of the Treasure Island Museum Collection, the City was deemed the appropriate entity to act as accepting party to the transfer of this non-Naval property.

CITY OF SAN FRANCISCO ACCEPTANCE OF PROPERTY

The NHHC is a division of the Navy with the ability to transfer specific Naval personal property under its jurisdiction apart and separate from the larger disposition of real estate associated with the base-disposition process. As such, the NHHC desired to transfer to the City at no cost a portion of the Treasure Island Museum Collection comprising approximately 300 items relating to the construction of Treasure Island, the construction and operation of the Golden Gate International Exposition (the "GGIE"), the construction of the San Francisco Oakland Bay Bridge and the natural history of Yerba Buena Island and the San Francisco Bay. Items of interest within this portion of the Collection proposed for transfer included the jeweled "Key to the Faire" for the GGIE, blueprints and documents relating to the construction of Treasure Island and of GGIE facilities, GGIE memorabilia and archival material, and photographs of construction of the Bay Bridge. Collection items associated with the United States military sea

services and Pan-Am Airways Clipper service were not included in this initial portion proposed for transfer to the City.

As the collective value of the portion of the Collection under consideration exceeded \$10,000, San Francisco Board of Supervisors ("Board of Supervisors") approval was required. A resolution accepting the transfer of a portion of the Collection as a gift to the City was introduced to the Board of Supervisors by Mayor Ed Lee and approved unanimously by the Board of Supervisors at its June 14, 2011 meeting by BOS Resolution 256-11 (Exhibit A). As part of the resolution, the responsibility for appropriate arrangement for the handling and storage of the items upon transfer was assigned to the Treasure Island Development Authority ("Authority").

STORAGE OF HISTORIC PROPERTY

At the current time, the NHHHC is finalizing its inventory process and preparations for transfer of the gifted items to the City. It is expected that the transfer will be executed in August of 2011. Upon execution of the transfer paperwork, the gifted items will become property of the City. In order to assure the continued integrity of the items, transfer from their current storage location on Treasure Island to an appropriate storage facility is required. The Authority currently stores its other historic property, the Miguel Covarrubias "Pageant of the Pacific" mural set, at Atthowe Fine Arts Services in Oakland, CA. In order to fulfill the responsibility for appropriate storage of the items bestowed by the Board of Supervisors resolution, Project Office staff proposes the Authority's existing arrangement with Atthowe for storage of historic property be expanded to include storage of the gifted Museum Collection items as well. Project Office staff has included costs for the one-time transfer of the items from Treasure Island to Atthowe, estimated to be a one-time cost of approximately \$3,000, as well as the annual storage costs for the items, estimated to be approximately \$12,000 annually, into the Authority's FY2011-2012 budget.

RECOMMENDATION

Staff recommends accepting authorization to make appropriate arrangement for the handling and storage of a portion of the Treasure Island Museum Collection gifted to the City and County of San Francisco.

Exhibit A: San Francisco Board of Supervisors Resolution 256-11

Prepared by: Peter Summerville, Leasing Manager
For: Mirian Saez, Director of Island Operations

1 [Gift Acceptance - Treasure Island Museum Collection]

2
3 **Resolution accepting from the United States Navy, Naval Historic and Heritage**
4 **Command, a gift consisting of a portion of the Treasure Island Museum Collection.**

5
6 WHEREAS, Former Naval Station Treasure Island is a military base located on
7 Treasure Island and Yerba Buena Island (together, "Treasure Island"), which is currently
8 owned by the United States of America, acting by and through the Department of the Navy
9 (the "Navy"); and,

10 WHEREAS, Treasure Island was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
17 conversion of Treasure Island for the public interest, convenience, welfare and common
18 benefit of the inhabitants of the City and County of San Francisco (the "City"); and,

19 WHEREAS, With the approval of the Board of Supervisors, the City and the Authority
20 entered into a Cooperative Agreement with the United States Navy under which the City
21 (initially) and the Authority (subsequently) agreed to assume certain responsibilities for (i)
22 operation and maintenance for the water, waste water, storm water, electric and gas utility
23 systems on the Base, (ii) security and public health and safety services, (iii) grounds and
24 street maintenance and repair, and (iv) property management and caretaker services; and,

1 WHEREAS, the Navy intends to convey former Naval Station Treasure Island to the
2 City for long term re-use and development; and,

3 WHEREAS, as part of this conveyance process, the Navy, acting by and through the
4 Naval History and Heritage Command ("NHHC") desires at this time to gift to the City a portion
5 of the Treasure Island Museum Collection (the "Collection") as part of the disposition of Navy
6 personal property associated with the conveyance of former Naval Station Treasure Island;
7 and,

8 WHEREAS, the overall Collection was part of the historic programming elements of the
9 Treasure Island Museum formerly operated by the Navy as a public attraction featuring the
10 history of Treasure and Yerba Buena Islands and the United States military sea services; and,

11 WHEREAS, the NHHC wishes to gift to the City approximately 300 items from the
12 Collection relating to the construction of Treasure Island, the construction and operation of the
13 Golden Gate International Exposition (the "GGIE"), the construction of the San Francisco
14 Oakland Bay Bridge and the natural history of Yerba Buena Island and the San Francisco
15 Bay; and

16 WHEREAS, items of interest within this portion of the Collection proposed for gifting
17 include, but are not limited to, the jeweled "Key to the Faire" for the GGIE, blueprints and
18 documents relating to the construction of Treasure Island and of GGIE facilities, GGIE
19 memorabilia and archival material, and photographs of construction of the Bay Bridge; and,

20 WHEREAS, the relevance of these items to the history of Treasure and Yerba Buena
21 Islands and to the City calls for their appropriate preservation for the purpose of maintaining
22 the integrity of the items and for the long-term programmatic planning for historic interpretation
23 programming as part of the development of former Naval Station Treasure Island by the City;
24 and
25

1 WHEREAS, the collective value of the Collection items being gifted is in excess of Ten
2 Thousand Dollars (\$10,000), thus requiring Board of Supervisors approval of acceptance of
3 this gift; now, therefore be it

4 RESOLVED, The San Francisco Board of Supervisors accepts the Collection; and be it

5 FURTHER RESOLVED, That the Treasure Island Development Authority is authorized
6 to make appropriate arrangement for the handling and storage of the gifted items on behalf of
7 the City and upon City acceptance of the items; and be it

8 FURTHER RESOLVED, That the Authority shall contract with a professional art
9 handling and storage organization to fulfill this obligation, and shall fund all expenses
10 associated with the handling and storage of these items on behalf of the City.



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 110495

Date Passed: June 14, 2011


Resolution accepting from the United States Navy, Naval Historic and Heritage Command, a gift consisting of a portion of the Treasure Island Museum Collection.

June 14, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 110495

I hereby certify that the foregoing
Resolution was ADOPTED on 6/14/2011 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor Edwin Lee


Date Approved

1 [Accepting Authorization to Arrange for Storage of Museum Collection]

2 **Resolution Accepting San Francisco Board of Supervisors Authorization to Make**
3 **Appropriate Arrangement for the Handling and Storage of a Portion of the Treasure**
4 **Island Museum Collection as gifted to the City and County of San Francisco from the**
5 **United States Navy.**

6 WHEREAS, Former Naval Station Treasure Island is a military base located on
7 Treasure Island and Yerba Buena Island (together, "Treasure Island"), which is currently
8 owned by the United States of America, acting by and through the Department of the Navy
9 (the "Navy"); and,

10 WHEREAS, Treasure Island was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
17 conversion of Treasure Island for the public interest, convenience, welfare and common
18 benefit of the inhabitants of the City and County of San Francisco (the "City"); and,

19 WHEREAS, With the approval of the Board of Supervisors, the City and the Authority
20 entered into a Cooperative Agreement with the United States Navy under which the City
21 (initially) and the Authority (subsequently) agreed to assume certain responsibilities for (i)
22 operation and maintenance for the water, waste water, storm water, electric and gas utility
23 systems on the Base, (ii) security and public health and safety services, (iii) grounds and
24 street maintenance and repair, and (iv) property management and caretaker services; and,

1 WHEREAS, the Navy intends to convey former Naval Station Treasure Island to the
2 City for long term re-use and development; and,

3 WHEREAS, as part of this conveyance process, the Navy, acting by and through the
4 Naval History and Heritage Command ("NHHC") desired to gift to the City a portion of the
5 Treasure Island Museum Collection (the "Collection") as part of the disposition of Navy
6 personal property associated with the conveyance of former Naval Station Treasure Island;
7 and,

8 WHEREAS, the overall Collection was part of the historic programming elements of the
9 Treasure Island Museum formerly operated by the Navy as a public attraction featuring the
10 history of Treasure and Yerba Buena Islands and the United States military sea services; and,

11 WHEREAS, the portion of the Collection proposed for gifting to the City comprised
12 approximately 300 items from the Collection relating to the construction of Treasure Island,
13 the construction and operation of the Golden Gate International Exposition (the "GGIE"), the
14 construction of the San Francisco Oakland Bay Bridge and the natural history of Yerba Buena
15 Island and the San Francisco Bay; and

16 WHEREAS, items of interest within this portion of the Collection proposed for gifting
17 included, but were not limited to, the jeweled "Key to the Faire" for the GGIE, blueprints and
18 documents relating to the construction of Treasure Island and of GGIE facilities, GGIE
19 memorabilia and archival material, and photographs of construction of the Bay Bridge; and,

20 WHEREAS, the relevance of these items to the history of Treasure and Yerba Buena
21 Islands and to the City calls for their appropriate preservation for the purpose of maintaining
22 the integrity of the items and for the long-term programmatic planning for historic interpretation
23 programming as part of the development of former Naval Station Treasure Island by the City;
24 and
25

1 WHEREAS, the collective value of the Collection items being gifted was in excess of
2 Ten Thousand Dollars (\$10,000), thus requiring Board of Supervisors approval of acceptance
3 of this gift; and,

4 WHEREAS, in unanimously approving Board of Supervisors Resolution 256-11 at it's
5 June 14, 2011 meeting, the San Francisco Board of Supervisors accepted the gift of a portion
6 of the Collection on behalf of the City; and,

7 WHEREAS, Resolution 256-11 also authorized the Authority to make appropriate
8 arrangement for the handling and storage of the gifted items on behalf of the City; and,

9 WHEREAS, the portion of the Collection being gifted is currently stored on Treasure
10 Island under Navy Caretaker Site Office control and will be ready for physical transfer in
11 August of 2011; and

12 WHEREAS, Authority staff proposed to contract with, and transfer of the gifted portion
13 of the Collection from Treasure Island to, Atthowe Fine Arts Services to assure secure,
14 climate-controlled storage appropriate for the items comprising the gifted portion of the
15 Collection; and,

16 WHEREAS, this finalized annual cost for storage shall be reflected in the FY2011-2012
17 Authority budget; now, therefore be it

18 RESOLVED, That the Authority hereby accepts the authorization of Board of
19 Supervisors Resolution 0256-11 to make appropriate arrangement for the handling and
20 storage of the gifted portion of the Treasure Island Museum Collection on behalf of the City
21 and upon City of San Francisco through Authority-funded contract with a professional art
22 handling and storage organization; and be it

23 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
24 Island Operations or her designee to enter into any additions, amendments or other
25 modifications to the Use Permit that the Director of Island Operations determines in

1 consultation with the City Attorney are in the best interests of the Authority, that do not
2 materially increase the obligations or liabilities of the Authority, that do not materially reduce
3 the rights of the Authority, and are necessary or advisable to complete the preparation and
4 approval of the Use Permit, such determination to be conclusively evidenced by the execution
5 and delivery by the Director of Island Operations or her designee of the documents and any
6 amendments thereto.

7
8 **CERTIFICATE OF SECRETARY**

9 I hereby certify that I am the duly elected Secretary of the Treasure Island
10 Development Authority, a California nonprofit public benefit corporation, and that the
11 above Resolution was duly adopted and approved by the Board of Directors of the
12 Authority at a properly noticed meeting on September 14, 2011.

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15 Jean-Paul Samaha, Secretary
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AGENDA ITEM 6 (e)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Approving and Authorizing the Execution of a Second Amendment to Sublease with Swords to Plowshares, Inc., a California nonprofit corporation, for use of 1441 and 1443 Chinook Court to increase the premises by 12 units, require alterations to the premises, revise CAM charges and update sublease provisions. (Action Item)

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone (415) 274-3365

BACKGROUND

Swords to Plowshares, Inc., a California nonprofit corporation (“Swords to Plowshares”), and a member organization of the Treasure Island Homeless Development Initiative (“TIHDI”), provides direct assistance to veterans in a comprehensive peer support and care model through a Vets-helping-Vets mentorship approach. It provides emergency, transitional supportive and permanent supportive housing for homeless Veterans. It also provides crisis intervention and counseling for Veterans with mental health concerns ranging from post traumatic stress disorder through addiction and recovery. Vocational training includes support in passing the California General Education Development Test (GED) as well as obtaining an Associates of Art degree from local community colleges. Through its peer support network, it provides training and job placement to veterans nationwide.

Between 1996 and 1999, the City and County of San Francisco and the Treasure Island Development Authority (the “Authority”) negotiated a series of agreements that provided the basis for the housing programs on Treasure Island. On November 26, 1996, the Department of Housing and Urban Development (“HUD”) approved the City’s Homeless Assistance Submission and Base Reuse Plan for Treasure Island, which among other things, provided member organizations of TIHDI options to lease up to 375 units of housing on Treasure Island and Yerba Buena Island. On September 1, 1999, the US Navy and the Authority entered into Navy Lease No. N6247499RP00B19, the Treasure Island Housing Lease, for the initial residential units that were provided to TIHDI member organizations. In furtherance of the Homeless Assistance Submission, on September 1, 1999, the Authority and Swords to Plowshares entered into a Sublease for twenty four (24) residential units and related premises. On April 11, 2007, the Authority Board approved and executed a First Amendment to Sublease to Increase Utility Rates from \$236.87 to \$255.00 per unit per month.

In 1997, the Haight Ashbury Free Clinics, Inc. ("HAFCI"), a TIHDI member organization, subleased from the Authority three (3) six-plex buildings located at 1440, 1441 and 1443 Chinook Ct. After renovation was completed in 1999, HAFCI occupied the buildings until summer of 2010 when it lost its funding from the Department of Public Health and vacated the premises in December 2010.

In January 2011, after HAFCI vacated the premises, TIHDI conducted a walk through and Physical Needs Assessment to determine the extent of the renovation necessary to reoccupy these units. TIHDI surveyed its members to see who had the need, capacity and resources to renovate and occupy the units in a timely fashion. Walden House, who currently provide housing services to the Island, and Swords to Plowshares indicated an interest in assuming the subleases. Both organizations submitted proposals to TIHDI for some of the units and based on their program, capacity and financial plan as well as their strong track record of providing transitional housing on Treasure Island. Both organizations were approved by TIHDI to move forward with obtaining the units through amended subleases with the Authority. Under the proposal, Swords to Plowshares would be allocated an additional twelve (12) housing units and Walden House would be allocated an additional six (6) housing units.

The proposed Second Amendment will expand Swords to Plowshares' premises to include 1441 and 1443 Chinook and increase the Common Area Maintenance Charges to \$1,720.08 per month.

AMENDMENT TERMS AND CONDITIONS

Swords to Plowshares will sign the Authority's standard form Amendment to Sublease document. The salient terms and conditions of the proposed Second Amendment include the following:

Premises: The Original Premises shall be expanded to include an additional twelve (12) housing units and related facilities on the Base commonly known as 1441 and 1443 Chinook Court. The total Premises shall be comprised of thirty-six (36) housing units and related facilities.

Location: Treasure Island

Effective Date: The effective date of this Second Amendment shall be the later of
(i) the date Sublandlord and the City's Board of Supervisors adopt resolutions approving and authorizing this Second Amendment, and the Mayor approves such Board of Supervisors resolution; and
(ii) the date on which Sublandlord and Subtenant have duly executed and delivered this Second Amendment.

Lease Expiration Date: September 1, 2014

Charges: The Common Area Maintenance Charges described in the Sublease shall be amended to increase CAM charges to \$1,720.08 per month.

BUDGET IMPACT

Swords to Plowshares pays a monthly CAM charge of \$1,146.72 and will be increased to \$1,720.08 per month pursuant to the Second Amendment. The proposed Amendment will provide an increase of approximately \$6,880.32 per year to the Authority's budget.

RECOMMENDATION

The Project Staff recommends that the Authority Board of Directors approve the proposed Second Amendment to Sublease with Swords to Plowshares, Inc., a California nonprofit corporation, and authorize the Director of Island Operations or her designee to execute said Second Amendment for the rental of 1441 and 1443 Chinook Court, and subject to the additional terms and conditions set forth above.

EXHIBIT A – Second Amendment to Sublease between the Treasure Island Development Authority and Swords to Plowshares, Inc., a California nonprofit corporation

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

SECOND AMENDMENT TO SUBLEASE

THIS SECOND AMENDMENT TO SUBLEASE (this "Second Amendment"), dated for reference purposes only as of September 14, 2011, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("Sublandlord"), and SWORDS TO PLOWSHARES, INC., a California nonprofit corporation ("Subtenant").

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated for reference purposes as of September 1, 1999 (the "Original Sublease"), pursuant to which Sublandlord agreed to sublease to Subtenant twenty four (24) housing units and related premises located on former Naval Station Treasure Island, San Francisco, California (the "Base"), as more particularly described in the Original Sublease (the "Original Premises"). The Original Sublease was amended pursuant to a First Amendment to Sublease dated as of July 1, 2007 (the "First Amendment"), to increase the utility rates. The Original Sublease and the First Amendment are collectively referred to as the "Sublease." All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

B. Sublandlord and Subtenant desire to amend the Sublease to, among other things, (i) expand the Premises to include an additional twelve (12) housing units and related facilities, and (ii) increase the common area maintenance charges on the terms and conditions set forth in this Second Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, Sublandlord and Subtenant hereby amend the Sublease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Effective Date.** The effective date of this Second Amendment shall be the later of (i) the date Sublandlord and the City's Board of Supervisors adopt resolutions approving and authorizing this Second Amendment, and the Mayor approves such Board of Supervisors resolution, and (ii) the date on which Sublandlord and Subtenant have duly executed and delivered this Second Amendment (the "Effective Date").
3. **Expansion Premises.** As of the Effective Date, the Original Premises shall be expanded to include an additional twelve (12) housing units and related facilities on the Base commonly known as 1441 and 1443 Chinook Court and more particularly shown on Exhibit C-1 attached hereto (the "Expansion Premises", and together with the Original Premises, the "Premises"). The Premises, containing a total of thirty-six (36) housing units and related facilities, are shown on Exhibit C-2, attached hereto.

4. **Common Area Maintenance Charges.** As of the Effective Date, Section 4.4 of the Sublease (Navy Cam Charges) is deleted in its entirety and replaced with the following:

"4.4 **Common Area Maintenance Charges.** Subtenant shall pay to Sublandlord as additional rent a common area maintenance charge in the amount of \$1,720.08 per month (the "CAM Charge"). The CAM Charge shall be due and payable to Sublandlord prior to or on the first day of every month of the Term."

5. **Required Alterations.** Prior to the occupancy of the Expansion Premises under this Second Amendment, and as a material condition hereof, Subtenant shall make and complete the Alterations to the Expansion Premises described in Exhibit F-1, attached hereto (the "Required Alterations for Expansion Premises"). Construction of the Required Alterations for Expansion Premises shall be subject to all of the applicable provisions of the Sublease including, but not limited to, Section 9.

6. **Certificates of Occupancy.** Without limiting the generality of Section 9 of the Sublease, Subtenant shall, at its sole cost, obtain all required certificates of occupancy from the City's Department of Building Inspection necessary to comply with applicable Laws, including certification that the Expansion Premises satisfy the FEMA-178 seismic life-safety standard, prior to use and occupancy of the Expansion Premises.

7. **Amendments to Special City Provisions.**

a. **Amendment of Section 20.6 (Tropical Hardwood Ban).** Section 20.6 of the Sublease is deleted in its entirety and replaced with the following:

"20.6. **Tropical Hardwood and Virgin Redwood Ban.** The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as expressly permitted by the application of Section 802(b) and 803(b) of the San Francisco Environment Code, Subtenant shall not provide any items to the construction of tenant improvements or Alterations in the Premises, or otherwise in the performance of this Sublease, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater."

b. **Deletion of Section 20.8 (Burma (Myanmar) Business Prohibition.** Section 20.8 of the Sublease is hereby deleted in its entirety.

c. Amendment of Section 20.9 (Prevailing Wages for Construction Work). Section 20.9 of the Sublease is deleted in its entirety and replaced with the following:

"20.9. Wages and Working Conditions. Subtenant agrees that any person performing labor in the construction of any tenant improvements and any Alterations to the Premises, which Subtenant provides under this Sublease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Subtenant shall include, in any contract for construction of such tenant improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord upon request, certified payroll reports with respect to all persons performing labor in the construction of such tenant improvement work or any Alterations to the Premises."

d. New Sections 20.11 through 20.22. The following new Sections 20.11 through 20.22 are hereby added to the end of the Sublease:

"20.11. Local Hiring. Subtenant further agrees to use good faith efforts to hire residents of the City and County of San Francisco at all levels of Subtenant's personnel needs and to contract with local businesses for Subtenant's purchase of supplies, materials, equipment or services.

20.12. Pesticide Prohibition. Subtenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Subtenant to submit to Sublandlord an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Subtenant may need to apply to the Premises during the terms of this Sublease, (b) describes the steps Subtenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as Subtenant's primary IPM contact person with the City. In addition, Subtenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

20.13. First Source Hiring Ordinance. The City has adopted a First Source Hiring Ordinance (Board of Supervisors Ordinance No. 264 98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after Sublandlord adopts a First Source Hiring

Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Subtenant shall enter into a First Source Hiring Agreement that meets the applicable requirements of Section 83.9 of the First Source Hiring Ordinance.

20.14. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

20.15. Conflicts of Interest. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Subtenant becomes aware of any such fact during the Term of this Sublease, Subtenant shall immediately notify Sublandlord.

20.16. Charter Provisions. This Sublease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

20.17. Requiring Health Benefits for Covered Employees. Unless exempt, Subtenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Sublease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Sublease shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Subtenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Subtenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Subtenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (a) above.

(c) Subtenant's failure to comply with the HCAO shall constitute a material breach of this Sublease. Sublandlord shall notify Subtenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Sublease for violating the HCAO, Subtenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Subtenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Sublandlord shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to Sublandlord.

(d) Any Subcontract entered into by Subtenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Subtenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Subtenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Sublandlord may pursue the remedies set forth in this Section against Subtenant based on the Subcontractor's failure to comply, provided that Sublandlord has first provided Subtenant with notice and an opportunity to obtain a cure of the violation.

(e) Subtenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Sublandlord with regard to Subtenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Subtenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Subtenant shall keep itself informed of the current requirements of the HCAO.

(h) Subtenant shall provide reports to Sublandlord in accordance with any reporting standards promulgated by Sublandlord under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(i) Subtenant shall provide Sublandlord with access to records pertaining to compliance with the HCAO after receiving a written request from Sublandlord to do so and being provided at least five (5) business days to respond.

(j) Sublandlord may conduct random audits of Subtenant to ascertain its compliance with HCAO. Subtenant agrees to cooperate with Sublandlord when it conducts such audits.

(k) If Subtenant is exempt from the HCAO when this Sublease is executed because its amount is less than Fifty Thousand Dollars (\$50,000) if Subtenant is a qualified nonprofit, but Subtenant later enters into an agreement or agreements that cause Subtenant's aggregate amount of all agreements with Sublandlord to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Subtenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

20.18. Notification of Limitations on Contributions. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Subtenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Subtenant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subtenant's board of directors; Subtenant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subtenant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Subtenant. Additionally, Subtenant acknowledges that Subtenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Subtenant further agrees to provide Sublandlord the name of each person, entity or committee described above.

20.19. Preservation-Treated Wood Containing Arsenic. As of July 1, 2003, Subtenant may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Subtenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Subtenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

20.20. Resource Efficient City Buildings and Pilot Projects. Subtenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings and resource-efficient pilot projects. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.

20.21. Food Service Waste Reduction. Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Sublandlord will suffer actual damages that will be impractical or extremely difficult to determine; further, Subtenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Sublandlord will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Sublandlord because of Subtenant's failure to comply with this provision.

20.22. Estoppel Certificates. At any time and from time to time, within ten (10) days after Sublandlord's request, Subtenant will execute, acknowledge and deliver to Sublandlord a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this Sublease; (b) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that

this Sublease is in full force and effect as modified and the date and nature of such modifications); (c) the dates to which the Rent has been paid; (d) that there are no Events of Default under this Sublease (or if there are any Events of Default, the nature of such Event of Default); and (e) any other matters reasonably requested by Sublandlord. Sublandlord and Subtenant intend that any such statement delivered pursuant to this paragraph may be relied upon by any assignee of Sublandlord's interest in the Master Lease or this Sublease, any mortgagee or any purchaser or prospective purchaser of the building or land on which the Premises are located. Subtenant irrevocably appoints Sublandlord, as Subtenant's agent, to execute and deliver in the name of Sublandlord any such instrument if Subtenant fails to do so, which failure shall also be an Event of Default under this Sublease."

8. **Counterparts.** This Second Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

9. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Second Amendment to Sublease at San Francisco, California, as of the date first above written.

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Mirian Saez
Director of Island Operations

SUBTENANT:

SWORDS TO PLOWSHARES, INC.,
a California nonprofit corporation

By: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Name: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

1 [Second Amendment to Sublease with Swords to Plowshares, Inc.]

2 Resolution Approving and Authorizing the Execution of a Second Amendment to
3 Sublease with Swords to Plowshares, Inc., a California nonprofit corporation, for use of
4 1441 and 1443 Chinook Court to increase the premises by 12 units, require alterations
5 to the premises, revise CAM charges and update sublease provisions.

6 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
7 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
8 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
9 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
10 conversion of former Naval Station Treasure Island (the "Base") for the public interest,
11 convenience, welfare and common benefit of the inhabitants of the City and County of San
12 Francisco (the "City"); and,

13 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
14 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
15 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) authorized the Board of
16 Supervisors to designate the Authority as a redevelopment agency under California
17 redevelopment law with authority over the Base upon approval of the City's Board of
18 Supervisors, and, (ii) with respect to those portions of the Base which are subject to the
19 Tidelands Trust, vested in the Authority the authority to administer the public trust for
20 commerce, navigation and fisheries as to such property; and,

21 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
22 redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated
23 February 6, 1998; and,

24 WHEREAS, Between 1996 and 1999, the City and the Authority negotiated a series of
25 agreements that provided the basis for the housing programs on Treasure Island, and on

1 September 1, 1999, the US Navy and the Authority entered into Navy Lease No.
2 N6247499RP00B19, the Treasure Island Housing Lease; and,

3 WHEREAS, Pursuant to the Base Closure Community Redevelopment and Homeless
4 Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and
5 the City negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease
6 Real Property (the "TIHDI Agreement"), which was endorsed by the City's Board of
7 Supervisors and approved by the United States Department of Housing and Urban
8 Development in connection with the City's Homeless Assistance Submission and Reuse Plan
9 for the Base; and,

10 WHEREAS, Under the TIHDI Agreement, TIHDI among other things was granted the
11 right, upon the satisfaction of certain conditions precedent, to have one or more of its member
12 organizations sublease certain housing units on the Base, as more particularly described in
13 the TIHDI Agreement; and,

14 WHEREAS, Swords to Plowshares, Inc., a California nonprofit corporation ("Swords to
15 Plowshares"), and a member organization of TIHDI, provides direct assistance to veterans
16 by providing emergency, transitional supportive and permanent supportive housing for
17 homeless Veterans, crisis intervention and counseling for Veterans with mental health
18 concerns ranging from post traumatic stress disorder through addiction and recovery,
19 vocational training including support in passing the California General Education Development
20 Test (GED) as well as obtaining an Associates of Art degree from local community colleges,
21 and job training and placement to veterans nationwide; and,

22 WHEREAS, In furtherance of the Homeless Assistance Submission and the TIHDI
23 Agreement, on September 1, 1999, the Authority and Swords to Plowshares entered into a
24 Sublease for twenty four (24) residential units and related premises, and on April 11, 2007,
25

1 the Authority Board approved and executed a First Amendment to Sublease to Increase Utility
2 Rates from \$236.87 to \$255.00 per unit per month; and,

3 WHEREAS, In 1997, the Haight Ashbury Free Clinics, Inc. ("HAFCI"), a TIHDI member
4 organization, subleased from the Authority three (3) six-plex buildings located at 1440, 1441
5 and 1443 Chinook Ct., and occupied these buildings until summer of 2010 when they lost their
6 funding from the Department of Public Health and vacated the premises in December 2010;
7 and,

8 WHEREAS, In January 2011, after HAFCI vacated the premises, TIHDI conducted a
9 walk through and physical needs assessment to determine the extent of the renovation
10 necessary to reoccupy these units, and surveyed its members to see who had the need,
11 capacity and resources to renovate and occupy the units in a timely fashion; and,

12 WHEREAS, Swords to Plowshares indicated an interest in occupying some of the units
13 and submitted a proposal to TIHDI, and based on their program, capacity and financial plan
14 as well as their strong track record of providing transitional housing on Treasure Island, was
15 approved by TIHDI to move forward with obtaining 1441 and 1443 Chinook Ct. through a
16 sublease amendment with the Authority; and,

17 WHEREAS, Under the proposed Second Amendment, Swords to Plowshares is
18 requesting to expand their premises to include 1441 and 1443 Chinook Ct., and increase the
19 Common Area Maintenance Charges to \$1,720.08 per month; now, therefore, be it

20 RESOLVED, That the Board of Directors hereby approves the Second Amendment to
21 Sublease with Swords to Plowshares, Inc., a California nonprofit corporation, to expand their
22 premises to include 1441 and 1443 Chinook and increase the Common Area Maintenance
23 Charges to \$1,720.08 per month, and authorizes the Director of Island Operations or her
24
25

1 designee to execute said Second Amendment in substantially the form attached hereto as
2 Exhibit A; and be it

3 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
4 the Second Amendment will serve the goals of the Authority and the public interests of the
5 City, and (ii) the terms and conditions of the Second Amendment are economically
6 reasonable; and be it

7 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
8 Island Operations to enter into any additions, amendments or other modifications to the
9 Second Amendment that the Director of Island Operations determines in consultation with the
10 City Attorney are in the best interests of the Authority, that do not materially increase the
11 obligations or liabilities of the Authority, that do not materially reduce the rights of the
12 Authority, and are necessary or advisable to complete the preparation and approval of the
13 Second Amendment, such determination to be conclusively evidenced by the execution and
14 delivery by the Director of Island Operations of the documents and any amendments thereto.
15

16 CERTIFICATE OF SECRETARY

17 I hereby certify that I am the duly elected Secretary of the Treasure Island
18 Development Authority, a California nonprofit public benefit corporation, and that the
19 above Resolution was duly adopted and approved by the Board of Directors of the
20 Authority at a properly noticed meeting on September 14, 2011.
21

22
23 Jean-Paul Samaha
24
25

AGENDA ITEM 6 (f)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Approving and Authorizing the Execution of a Third Amendment to Sublease with Haight Ashbury Free Clinics, Inc., dba Haight Ashbury Free Clinics - Walden House, a California nonprofit corporation, for the use of 1440 Chinook Court to increase the premises by 6 units, require alterations to the 6 units, revise CAM charges, update sublease provisions, and consent to the assignment of the Sublease in connection with the merger between Walden House, Inc. and Haight Ashbury Free Clinics, Inc. (Action Item)

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone (415) 274-3365

BACKGROUND

Walden House, a California nonprofit corporation ("Walden House"), and a member organization of the Treasure Island Homeless Development Initiative ("TIHDI"), provides direct assistance to homeless in need of transitional and supportive housing. Residents in transitional housing will come from existing Walden House programs and will occupy a transitional unit on their way to securing permanent housing. Walden House staff monitors the facilities and provides support to its residents through group meetings. Additionally, residents are linked into existing Walden House workforce development and re-entry services.

Between 1996 and 1999, the City and County of San Francisco and the Treasure Island Development Authority (the "Authority") negotiated a series of agreements that provided the basis for the housing programs on Treasure Island. On November 26, 1996, the Department of Housing and Urban Development ("HUD") approved the City's Homeless Assistance Submission and Base Reuse Plan for Treasure Island, which among other things, provided member organizations of TIHDI options to lease up to 375 units of housing on Treasure Island and Yerba Buena Island. On September 1, 1999, the US Navy and the Authority entered into Navy Lease No. N6247499RP00B19, the Treasure Island Housing Lease, for the initial residential units that were provided to TIHDI member organizations. In furtherance of the Homeless Assistance Submission, on September 1, 1999, the Authority and Walden House, entered into a Sublease for 14 units and related premises. On June 15, 2001, the Authority and Walden House entered into the First Amendment to the Sublease to add 6 housing units to their premises. On April 11, 2007, the Authority Board approved and executed a Second Amendment to the Sublease that added an additional 12 units to the Premises, adjusted the Common Area Maintenance (CAM) charges, and increased utility charges.

In 1997, the Haight Ashbury Free Clinics, Inc. ("HAFCI"), a TIHDI member organization, subleased from the Authority three (3) six-plex buildings located at 1440, 1441 and 1443 Chinook Ct. After renovation was completed in 1999, HAFCI occupied the buildings until summer of 2010 when they lost their funding from the Department of Public Health and vacated the premises in December 2010.

In January 2011, after HAFCI vacated the premises, TIHDI conducted a walk through and Physical Needs Assessment to determine the extent of the renovation necessary to reoccupy these units. TIHDI surveyed its members to see who had the need, capacity and resources to renovate and occupy the units in a timely fashion. Walden House and Swords to Plowshares, who currently provide housing services to the Island, indicated an interest in assuming the subleases. Both organizations submitted proposals to TIHDI for some of the units and based on their program, capacity and financial plan as well as their strong track record of providing transitional housing on Treasure Island, both organizations were approved by TIHDI to move forward with obtaining the units through amended subleases with the Authority. Under the proposal, Swords to Plowshares would be allocated an additional twelve (12) housing units and Walden House would be allocated an additional six (6) housing units.

On May 21, 2011, HAFCI and Walden House entered into the Agreement of Merger that was filed with the California Secretary of State on July 1, 2011. Under the Agreement of Merger, HAFCI and Walden House have determined that it is in the best interests of their respective corporations that Walden House and HAFCI merge into Haight Ashbury Free Clinics, Inc., a California nonprofit public benefit corporation doing business as Haight Ashbury Free Clinics – Walden House ("HAFCI – Walden House"). HAFCI-Walden House is the successor to Walden House as the Subtenant under the Sublease.

The proposed Third Amendment will expand HAFCI – Walden House's premises to include 1440 Chinook, increase the Common Area Maintenance Charges to \$1,801.88 per month, and consent to the assignment of the Sublease.

AMENDMENT TERMS AND CONDITIONS

HAFCI – Walden House will sign the Authority's standard form Amendment to Sublease document. The salient terms and conditions of the proposed Third Amendment include the following:

- | | |
|------------------------|---|
| Premises: | The Premises shall be expanded to include an additional six (6) housing units and related facilities on the Base commonly known as 1440 Chinook Court. The total Premises shall be comprised of thirty-eight (38) housing units and related facilities. |
| Location: | Treasure Island |
| Effective Date: | The effective date of the Third Amendment shall be the later of (i) the date Sublandlord and the City's Board of Supervisors adopt resolutions approving and authorizing the Third Amendment, and the Mayor approves such Board of Supervisors resolution; and (ii) |

the date on which Sublandlord and Subtenant have duly executed and delivered the Third Amendment.

Lease Expiration

Date: September 1, 2014

Charges:

The Common Area Maintenance Charges described in the Sublease shall be amended to increase CAM charges to \$1801.88 per month.

Consent To Assignment:

Authority consents to the assignment of Sublease between Walden House and HAFCI-Walden House

BUDGET IMPACT

HAFCI – Walden House pays a monthly CAM charge of \$1,515.20 and will be increased to \$1,801.88 per month pursuant to the Third Amendment. The proposed Amendment will provide an increase of approximately \$3,440.16 per year to the Authority's budget.

RECOMMENDATION

The Project Staff recommends that the Authority Board of Directors approve the proposed Third Amendment to Sublease with Haight Ashbury Free Clinics, Inc., a California nonprofit public benefit corporation doing business as Haight Ashbury Free Clinics – Walden House, and authorize the Director of Island Operations or her designee to execute said Third Amendment for the rental of 1440 Chinook Court, and subject to the additional terms and conditions set forth above.

EXHIBIT A – Third Amendment to Sublease between the Treasure Island Development Authority and Haight Ashbury Free Clinics, Inc., a California nonprofit public benefit corporation doing business as Haight Ashbury Free Clinics – Walden House

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

THIRD AMENDMENT TO SUBLEASE AND CONSENT TO ASSIGNMENT

THIS THIRD AMENDMENT TO SUBLEASE (this "Third Amendment"), dated for reference purposes only as of September 14, 2011, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("Sublandlord"), and HAIGHT ASHBURY FREE CLINICS, INC., a California nonprofit public benefit corporation doing business as Haight Ashbury Free Clinics – Walden House ("Subtenant"), successor by merger to WALDEN HOUSE, a California nonprofit corporation ("Original Subtenant").

RECITALS

A. Sublandlord and Original Subtenant entered into that certain Sublease dated for reference purposes as of September 1, 1999 (the "Original Sublease"), pursuant to which Sublandlord agreed to sublease to Subtenant fourteen (14) housing units and related premises located on former Naval Station Treasure Island, San Francisco, California (the "Base"), as more particularly described in the Original Sublease.

B. Sublandlord and Original Subtenant entered into that certain First Amendment to Sublease dated for reference purposes as of June 15, 2001 (the "First Amendment"), pursuant to which Sublandlord agreed to sublease to Subtenant six (6) additional housing units and related premises located on the Base, as more particularly described in the First Amendment.

C. Sublandlord and Original Subtenant entered into a Second Amendment to Sublease dated for reference purposes as of July 1, 2007 (the "Second Amendment"), to (i) increase the number of units subleased to Subtenant by twelve (12) additional housing units and related facilities, (ii) adjust the common area maintenance charges, and (iii) increase the utilities fees. The Original Sublease, the First Amendment, and the Second Amendment are collectively referred to as the "Sublease." All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

D. Effective as of July 1, 2011, Original Subtenant and Subtenant merged with Subtenant in accordance with the Agreement of Merger dated May 21, 2011 and filed with the California Secretary of State on July 1, 2011 as Document No. A0717574. Under the Agreement of Merger, Subtenant is the surviving corporation.

E. Sublandlord and Subtenant desire to amend the Sublease to, among other things, (i) expand the Premises to include an additional (6) housing units and related facilities, and (ii) increase the common area maintenance charges on the terms and conditions set forth in this Third Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. **Effective Date.** The effective date of this Third Amendment shall be the later of (i) the date Sublandlord and the City's Board of Supervisors adopt resolutions approving and authorizing this Second Amendment, and the Mayor approves such Board of Supervisors resolution, and (ii) the date on which Sublandlord and Subtenant have duly executed and delivered this Second Amendment (the "Effective Date").

3. **Expansion Premises.** As of the Effective Date, the Original Premises shall be expanded to include an additional six (6) housing units and related facilities on the Base commonly known as 1440 Chinook Court and more particularly shown on Exhibit C-1 attached hereto (the "Third Amendment Expansion Premises", and together with the Original Premises, the "Premises"). The Premises, containing a total of thirty-eight (38) housing units and related facilities, are shown on Exhibit C-2, attached hereto.

4. **Common Area Maintenance Charges.** As of the Effective Date, Section 4.4 of the Sublease (Navy Cam Charges) is deleted in its entirety and replaced with the following:

"4.4 **Common Area Maintenance Charges.** Subtenant shall pay to Sublandlord as additional rent a common area maintenance charge in the amount of \$1801.88 per month (the "CAM Charge"). The CAM Charge shall be due and payable to Sublandlord prior to or on the first day of every month of the Term."

5. **Required Alterations.** Prior to the occupancy of the Third Amendment Expansion Premises under this Third Amendment, and as a material condition hereof, Subtenant shall make and complete the Alterations to the Third Amendment Expansion Premises described in Exhibit F-1, attached hereto (the "Required Alterations for Expansion Premises"). Construction of the Required Alterations for Expansion Premises shall be subject to all of the applicable provisions of the Sublease including, but not limited to, Section 9.

6. **Certificates of Occupancy.** Without limiting the generality of Section 9 of the Sublease, Subtenant shall, at its sole cost, obtain all required certificates of occupancy from the City's Department of Building Inspection necessary to comply with applicable Laws, including certification that the Third Amendment Expansion Premises satisfy the FEMA-178 seismic life-safety standard, prior to use and occupancy of the Third Amendment Expansion Premises.

7. **Amendments to Special City Provisions.**

a. **Amendment of Section 20.6 (Tropical Hardwood Ban).** Section 20.6 of the Sublease is deleted in its entirety and replaced with the following:

"20.6. **Tropical Hardwood and Virgin Redwood Ban.** The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as

expressly permitted by the application of Section 802(b) and 803(b) of the San Francisco Environment Code, Subtenant shall not provide any items to the construction of tenant improvements or Alterations in the Premises, or otherwise in the performance of this Sublease, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater."

b. **Deletion of Section 20.8 (Burma (Myanmar) Business Prohibition.** Section 20.8 of the Sublease is hereby deleted in its entirety.

c. **Amendment of Section 20.9 (Prevailing Wages for Construction Work).** Section 20.9 of the Sublease is deleted in its entirety and replaced with the following:

"20.9. **Wages and Working Conditions.** Subtenant agrees that any person performing labor in the construction of any tenant improvements and any Alterations to the Premises, which Subtenant provides under this Sublease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Subtenant shall include, in any contract for construction of such tenant improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord upon request, certified payroll reports with respect to all persons performing labor in the construction of such tenant improvement work or any Alterations to the Premises."

d. **New Sections 20. 11 through 20.22.** The following new Sections 20.11 through 20.22 are hereby added to the end of the Sublease:

"20.11. **Local Hiring.** Subtenant further agrees to use good faith efforts to hire residents of the City and County of San Francisco at all levels of Subtenant's personnel needs and to contract with local businesses for Subtenant's purchase of supplies, materials, equipment or services.

20.12. **Pesticide Prohibition.** Subtenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Subtenant to submit to Sublandlord an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Subtenant may need to apply to the Premises during the terms

of this Sublease, (b) describes the steps Subtenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as Subtenant's primary IPM contact person with the City. In addition, Subtenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

20.13. First Source Hiring Ordinance. The City has adopted a First Source Hiring Ordinance (Board of Supervisors Ordinance No. 264 98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after Sublandlord adopts a First Source Hiring Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Subtenant shall enter into a First Source Hiring Agreement that meets the applicable requirements of Section 83.9 of the First Source Hiring Ordinance.

20.14. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

20.15. Conflicts of Interest. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Subtenant becomes aware of any such fact during the Term of this Sublease, Subtenant shall immediately notify Sublandlord.

20.16. Charter Provisions. This Sublease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

20.17. Requiring Health Benefits for Covered Employees. Unless exempt, Subtenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Sublease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Sublease shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Subtenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Subtenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Subtenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (a) above.

(c) Subtenant's failure to comply with the HCAO shall constitute a material breach of this Sublease. Sublandlord shall notify Subtenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Sublease for violating the HCAO, Subtenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Subtenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Sublandlord shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to Sublandlord.

(d) Any Subcontract entered into by Subtenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Subtenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Subtenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Sublandlord may pursue the remedies set forth in this Section against Subtenant based on the Subcontractor's failure to comply, provided that Sublandlord has first provided Subtenant with notice and an opportunity to obtain a cure of the violation.

(e) Subtenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Sublandlord with regard to Subtenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Subtenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Subtenant shall keep itself informed of the current requirements of the HCAO.

(h) Subtenant shall provide reports to Sublandlord in accordance with any reporting standards promulgated by Sublandlord under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(i) Subtenant shall provide Sublandlord with access to records pertaining to compliance with the HCAO after receiving a written request from Sublandlord to do so and being provided at least five (5) business days to respond.

(j) Sublandlord may conduct random audits of Subtenant to ascertain its compliance with HCAO. Subtenant agrees to cooperate with Sublandlord when it conducts such audits.

(k) If Subtenant is exempt from the HCAO when this Sublease is executed because its amount is less than Fifty Thousand Dollars (\$50,000) if Subtenant is a qualified nonprofit, but Subtenant later enters into an agreement or agreements that cause Subtenant's aggregate amount of all agreements with Sublandlord to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Subtenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

20.18. Notification of Limitations on Contributions. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Subtenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Subtenant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subtenant's board of directors; Subtenant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subtenant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Subtenant. Additionally, Subtenant acknowledges that Subtenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Sublandlord further agrees to provide Sublandlord the name of each person, entity or committee described above.

20.19. Preservation-Treated Wood Containing Arsenic. As of July 1, 2003, Subtenant may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Subtenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Subtenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

20.20. Resource Efficient City Buildings and Pilot Projects. Subtenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings and resource-efficient pilot projects. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.

20.21. Food Service Waste Reduction. Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Sublandlord will suffer actual damages that will be impractical or extremely difficult to determine; further, Subtenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Sublandlord will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Sublandlord because of Subtenant's failure to comply with this provision.

20.22. Estoppel Certificates. At any time and from time to time, within ten (10) days after Sublandlord's request, Subtenant will execute, acknowledge and deliver to Sublandlord a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this Sublease; (b) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force and effect as modified and the date and nature of such modifications); (c) the dates to which the Rent has been paid; (d) that there are no Events of Default under this Sublease (or if there are any Events of Default, the nature of such Event of Default); and (e) any other

matters reasonably requested by Sublandlord. Sublandlord and Subtenant intend that any such statement delivered pursuant to this paragraph may be relied upon by any assignee of Sublandlord's interest in the Master Lease or this Sublease, any mortgagee or any purchaser or prospective purchaser of the building or land on which the Premises are located. Subtenant irrevocably appoints Sublandlord, as Subtenant's agent, to execute and deliver in the name of Sublandlord any such instrument if Subtenant fails to do so, which failure shall also be an Event of Default under this Sublease."

8. **Consent to Assignment.** Sublandlord hereby consents to the assignment of the Sublease from Original Subtenant to Subtenant in connection with the merger described in Recital D above.

9. **Counterparts.** This Third Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

10. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Third Amendment to Sublease at San Francisco, California, as of the date first above written.

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Mirian Saez
Director of Island Operations

SUBTENANT:

HAIGHT ASHBURY FREE CLINICS, INC.,
a California nonprofit public benefit corporation doing business as Haight Ashbury Free
Clinics – Walden House

By: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

1 [Third Amendment to Sublease with Haight Ashbury Free Clinics, Inc., dba Haight Ashbury
2 Free Clinics - Walden House, a California nonprofit corporation]
3 **Resolution Approving and Authorizing the Execution of a Third Amendment to**
4 **Sublease with Haight Ashbury Free Clinics, Inc., dba Haight Ashbury Free Clinics -**
5 **Walden House, a California nonprofit corporation, for the use of 1440 Chinook Court to**
6 **increase the premises by 6 units, require alterations to the 6 units, revise CAM charges,**
7 **update sublease provisions, and consent to the assignment of the Sublease in**
8 **connection with the merger between Walden House, Inc. and Haight Ashbury Free**
9 **Clinics, Inc.**

10 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
11 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
12 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
13 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
14 conversion of former Naval Station Treasure Island (the "Base") for the public interest,
15 convenience, welfare and common benefit of the inhabitants of the City and County of San
16 Francisco (the "City"); and,

17 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
18 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
19 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) authorized the Board of
20 Supervisors to designate the Authority as a redevelopment agency under California
21 redevelopment law with authority over the Base upon approval of the City's Board of
22 Supervisors, and, (ii) with respect to those portions of the Base which are subject to the
23 Tidelands Trust, vested in the Authority the authority to administer the public trust for
24 commerce, navigation and fisheries as to such property; and,
25

1 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
2 redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated
3 February 6, 1998; and,

4 WHEREAS, Between 1996 and 1999, the City and the Authority negotiated a series of
5 agreements that provided the basis for the housing programs on Treasure Island, and on
6 September 1, 1999, the US Navy and the Authority entered into Navy Lease No.
7 N6247499RP00B19, the Treasure Island Housing Lease; and,

8 WHEREAS, Pursuant to the Base Closure Community Redevelopment and Homeless
9 Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and
10 the City negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease
11 Real Property (the "TIHDI Agreement"), which was endorsed by the City's Board of
12 Supervisors and approved by the United States Department of Housing and Urban
13 Development in connection with the City's Homeless Assistance Submission and Reuse Plan
14 for the Base; and,

15 WHEREAS, Under the TIHDI Agreement, TIHDI among other things was granted the
16 right, upon the satisfaction of certain conditions precedent, to have one or more of its member
17 organizations sublease certain housing units on the Base, as more particularly described in
18 the TIHDI Agreement; and,

19 WHEREAS, Walden House, a California nonprofit corporation ("Walden House), and a
20 member organization of TIHDI, provides direct assistance to homeless men and women in
21 need of transitional and supportive housing, offers support services and running weekly
22 groups to its residents, and its residents are linked into existing Walden House workforce
23 development and re-entry services; and,
24
25

1 WHEREAS, In furtherance of the Homeless Assistance Submission and the TIHDI
2 Agreement, on September 1, 1999, the Authority and Walden House, entered into a Sublease
3 for 14 units and related premises, on June 15, 2001, the Authority and Walden House entered
4 into the First Amendment to the Sublease to add 6 housing units to their premises, and on
5 April 11, 2007, the Authority Board approved and executed a Second Amendment to the
6 Sublease that added an additional 12 units to the Premises, adjusted the Common Area
7 Maintenance (CAM) charges, and increased utility charges; and,

8 WHEREAS, In 1997, Haight Ashbury Free Clinics, Inc. ("HAFCI"), a TIHDI member
9 organization, subleased from the Authority three (3) six-plex buildings located at 1440, 1441
10 and 1443 Chinook Ct., and occupied these buildings until summer of 2010 when they lost their
11 funding from the Department of Public Health and vacated the premises in December 2010;
12 and,

13 WHEREAS, In January 2011, after HAFCI vacated the premises, TIHDI conducted a
14 walk through and Physical Needs Assessment to determine the extent of the renovation
15 necessary to reoccupy these units, and surveyed its members to see who had the need,
16 capacity and resources to renovate and occupy the units in a timely fashion; and,

17 WHEREAS, Walden House indicated an interest in occupying some of the units and
18 submitted a proposal to TIHDI, and based on their program, capacity and financial plan as
19 well as their strong track record of providing transitional housing on Treasure Island, was
20 approved by TIHDI to move forward with obtaining 1440 Chinook Ct. through a sublease
21 amendment with the Authority; and,

22 WHEREAS, On May 21, 2011, HAFCI and Walden House entered into the Agreement
23 of Merger that was filed with the California Secretary of State on July 1, 2011 whereby HAFCI
24 and Walden House determined that it is in the best interests of their respective corporations
25

1 that Walden House and HAFCI merge into Haight Ashbury Free Clinics, Inc., a California
2 nonprofit public benefit corporation doing business as Haight Ashbury Free Clinics – Walden
3 House (“HAFCI – Walden House”); and,

4 WHEREAS, Under the proposed Third Amendment, HAFCI – Walden House is
5 requesting to expand their premises to include 1440 Chinook Ct., and increase the Common
6 Area Maintenance Charges to \$1,801.88 per month; now, therefore, be it

7 RESOLVED, That the Board of Directors hereby approves the Third Amendment to
8 Sublease with HAFCI-Walden House to expand their premises to include 1440 Chinook Ct.
9 and increase the Common Area Maintenance Charges to \$1,801.88 per month, and
10 authorizes the Director of Island Operations or her designee to execute said Third
11 Amendment in substantially the form attached hereto as Exhibit A; and, be it

12 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
13 the Third Amendment will serve the goals of the Authority and the public interests of the City,
14 and (ii) the terms and conditions of the Third Amendment are economically reasonable; and
15 be it

16 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
17 Island Operations to enter into any additions, amendments or other modifications to the Third
18 Amendment that the Director of Island Operations determines in consultation with the City
19 Attorney are in the best interests of the Authority, that do not materially increase the
20 obligations or liabilities of the Authority, that do not materially reduce the rights of the
21 Authority, and are necessary or advisable to complete the preparation and approval of the
22 Third Amendment, such determination to be conclusively evidenced by the execution and
23 delivery by the Director of Island Operations of the documents and any amendments thereto.
24
25

1
2 **CERTIFICATE OF SECRETARY**

3 I hereby certify that I am the duly elected Secretary of the Treasure Island
4 Development Authority, a California nonprofit public benefit corporation, and that the
5 above Resolution was duly adopted and approved by the Board of Directors of the
6 Authority at a properly noticed meeting on September 14, 2011.
7

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9 Jean-Paul Samaha
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AGENDA ITEM 6 (g)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit, including waiver of Permit Fees for street closures, with San Francisco Gaelic Athletic Association, a California Non-Profit Corporation (Action Item)

Contact: Mirian Saez, Director of Island Operations

Phone: 415-274-0660

BACKGROUND

San Francisco Gaelic Athletic Association ("SFGAA") holds a sublease with the Authority for a portion of Building 33 and Playgrounds E, F, and G, all located on Treasure Island. SFGAA is considered a subtenant in good standing with the Authority. Over the weekend of September 3, 4 and 5, 2011, SFGAA hosted the NACB Gaelic Athletic Association National Championships on Treasure Island. In order to support tournament activities, SFGAA applied for closure of multiple streets surrounding the on-island playing fields for the term of Friday September 3rd through Sunday September 5, 2011. SFGAA also applied for temporary use of the unpaved lot located at Avenue H and 11th Street for the purpose of event attendee parking. SFGAA submitted appropriate Use Permit application and liability insurance paperwork to Project Office staff as part of this application. As hosting this national tournament is consistent with SFGAA's mission of using their subleased Premises to educate and expose the community to Gaelic sports including hurling and Gaelic football, SFGAA requested waiver of the Authority's standard Permit Fees and Security Deposit for street closures. A Permit Fee of \$750 dollars was charged for exclusive use of the unpaved parking area at Avenue H and 11th Street.

SFGAA was issued all additional appropriate Permits required by City and County of San Francisco permitting departments for the overall event, and enacted proper closure of all streets, including erecting detour signage and overnight safety lighting at the closure locations, throughout the term of the closure. This Use Permit is before the Authority Board for retroactive approval as this is the first meeting of the Authority Board held since the application was received and processed by Project Office staff.

TERMS OF USE PERMIT

Locations: Parcel A: Avenue H between 11th and 13th Streets,
Parcel B: Avenue H between California and 3rd Streets.
Parcel C: 11th Street between Avenues H and E,
Parcel D: 13th Street between Avenues H and E,
Parcel E: Avenue E between 11th and 13th Streets, and

Parcel F: Approximately 150,000 square feet of unpaved lot on Avenue H between 9th and 11th Street.

Term: September 2, 2011 at 7:00 AM through September 4, 2011 at 9:00PM

Permit Fee: Parcels A – E: Waived
Parcel F: Seven Hundred and Fifty Dollars (\$750.00)

Security Deposit: Waived

All terms of this Use Permit are standard, except for waiver of Permit Fee for Parcels A through E and of Security Deposit.

FINANCIAL IMPACT

The Permit increases Authority Special Event revenue by \$750 for FY11-12. The Permit proposes waiver of standard \$500 per day Use Permit fee associated with street closure on Treasure Island and of Security Deposit associated with temporary use of Premises through a Use Permit document. As discussed above, SFGAA is a Subtenant of the Authority in good standing. In consideration of the public benefit to the community provided by SFGAA's subtenancy on-Island through making SFGAA facilities, training and athletic events available to the Treasure Island community, including regular use of Playground F by the Boys and Girls Club Treasure Island Clubhouse, Project Office staff recommends approval of this Use Permit with waiver of standard Permit Fees for on-Island street closures.

RECOMMENDATION

Staff recommends retroactive approval and authorization for the Director of Island Operations or her designee to execute the Use Permit, including waiver of Permit Fee and Security Deposit for on-Island street closures, with San Francisco Gaelic Athletic Association.

Exhibit A: Use Permit between TIDA and San Francisco Gaelic Athletic Association.

Prepared by: Peter Summerville, Leasing Manager
For: Mirian Saez, Director of Island Operations

P-486
USE PERMIT

THIS USE PERMIT (this "Permit") dated for reference only as of August 22, 2011, is made by and between the Treasure Island Development Authority ("Authority") and San Francisco Gaelic Athletic Association, a California nonprofit corporation ("Permittee").

RECITALS

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Land and Structures Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for South Waterfront Naval Station Treasure Island (the "Master Leases"), by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use that certain property located on Naval Station Treasure Island (the "Property"), as more particularly described in the Master Lease; and

WHEREAS, Permittee seeks to use a portion of the Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

1. Basic Permit Information

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation
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Permittee:	San Francisco Gaelic Athletic Association, a California nonprofit corporation
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Premises (Section 2):	Exclusive Use of that certain portion of the Property commonly known as: <u>Parcel A:</u> Avenue H between 11 th and 13 th Streets, <u>Parcel B:</u> Avenue H between California and 3 rd Streets. <u>Parcel C:</u> 11 th Street between Avenues H and E, <u>Parcel D:</u> 13 th Street between Avenues H and E, <u>Parcel E:</u> Avenue E between 11 th and 13 th Streets, and <u>Parcel F:</u> Approximately 150,000 square feet of unpaved lot on Avenue H between 9 th and 11 th Street.
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all as more particularly shown on Exhibit B,
attached hereto.

Structural Report (Section 5):	None
Permitted Use (Section 6):	For parking, concessions, staging and support of an event held at Treasure Island Playgrounds A, D, E, F, G and the SF Gaelic Athletic Association Club House and for no other purpose whatsoever.
Parking Rights (Section 7):	Up to One Thousand (1000) vehicles may be parked at the Premesis as more specifically indicated on Exhibit B.
Permit Fees (Section 11):	Seven Hundred and Fifty Dollars (\$750.00)
Term (Section 12):	<p><u>Parcels A – F:</u> Commencement Date and Time: September 2, 2011 at 7:00 AM</p> <p>Expiration Date and Time: September 4, 2011 at 9:00PM</p>
Utilities (Section 19):	Not applicable.
Additional Permittee Requirements:	<p>This Use Permit is issued subject to Permittee's compliance with the following requirements, subject to review by the Authority or the applicable City and County of San Francisco permitting departments:</p> <ul style="list-style-type: none"> • Proof of issuance of all event-specific permits required by San Francisco Fire Department, San Francisco Entertainment Commission and Department of Public Health. • Permittee shall enact closures of Avenue H so as not to disrupt vehicle traffic on California Avenue, 11th Street, 13th Street and Gateview Avenue. • Permittee shall be responsible for erecting temporary signage indicating street closure and traffic detour at the intersection of Avenue I and 9th Street, Avenue I and 11th Street, Avenue I and 13th Street, Avenue H and California Street, Avenue H and 9th Street, Avenue H and 11th Street, Avenue H and 13th Street, Avenue E and 9th Street, Avenue D and 9th Street, Avenue B , 9th Street, Avenue of the Palms and 9th Street, California Avenue and Avenue D,

California Avenue and Avenue of the Palms, and at the area commonly known as the Treasure Island Front Gate.

Insurance Limits (Section 21):

Worker's Compensation Insurance - statutory amounts

Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident or occurrence

Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage

Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage

Address for Notices (Section 26):

Authority:

Treasure Island Development Authority
One Avenue of the Palms, 2nd Floor
Treasure Island
San Francisco, CA 94130
Attn.: Director of Island Operations
Phone No.: (415) 274-0660
Fax No.: (415) 274-0299

Permittee:

San Francisco Gaelic Athletic Association
236 West Portal Avenue #354
San Francisco, CA 94127
Attn: Shirley Lyons
Phone No. 415-398-2092

Security Deposit (Section 33):

None

2. License of Premises. Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

3. **Inspection of Premises.** Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

4. **As Is; Disclaimer of Representations.** Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. **Seismic Report and Structural Report.** Without limiting Section 4 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,*" prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. **Use of Premises.** Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit

Permittee's Agents and Permittee's Licensees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority property.

7. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on Exhibit B attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit H. Further public transportation information is also available on-line at <http://www.511.org>.

8. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.
- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling (www.sfrecycling.com or 330-1300).

9. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

10. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written

consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

11. Permit Fee. Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

12. Term of Permit; Revocability. The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

13. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g., General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

14. Security. In addition to the Permit Fee described in Section 11 above, Permittee shall provide the security, police and medical support services described on Exhibit E, attached hereto, at its sole cost and expense.

15. Rules and Regulations. In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit F. Authority reserves

the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

16. Surrender; No Holding Over. Upon the expiration of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

If Permittee fails to surrender the Premises to Authority upon the expiration or earlier termination of this Permit as required by this Section, Permittee shall indemnify, protect, defend and hold harmless forever ("Indemnify") Authority against all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") resulting therefrom, including, without limitation, Losses made by a succeeding permittee resulting from Permittee's failure to surrender the Premises. Permittee shall have no right to hold over without the prior written consent of Authority, which consent may be withheld in Permittee's sole and absolute discretion. If Permittee holds over the Premises or any part thereof after expiration or earlier termination of this Permit, such holding over shall be terminable upon written notice by Permittee, and the Permit Fee shall be increased to two hundred percent (200%) of the Permit Fee in effect immediately prior to such holding over, calculated on a per diem basis, and such holdover shall otherwise be on all the other terms and conditions of this Permit. This Section shall not be construed as Authority's permission for Permittee to hold over. Acceptance of any holdover Permit Fee by Authority following expiration or termination of this Permit shall not constitute an extension or renewal of this Permit.

17. Repair of Damage. If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs or behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

18. Public Safety. Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

19. Utilities. Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

20. Release and Waiver of Claims; Indemnification

20.1. Release and Waiver of Claims. Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 20.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Authority from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 20.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.

(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

20.2. Acknowledgment. Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

20.3. Permittee's Indemnity. Permittee, on behalf of itself and Permittee's Agents, shall Indemnify the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or

indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 20.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 20.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

21. INSURANCE

21.1. Permittee's Insurance. Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

21.2. Claims Made Policy. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

21.3. Annual Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

21.4. Additional Insureds. Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

21.5. Payment of Premiums. Permittee shall pay all the premiums for maintaining all required insurance.

21.6. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

21.7. General Insurance Matters.

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

21.8. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

21.9. Lapse of Insurance. Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

21.10. Permittee's Personal Property. Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

22. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

23. No Joint Venture or Partnership; Independent Contractor. This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

24. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

25. Possessory Interest Taxes; Payment of Taxes. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

26. Notices. Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

27. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride

Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

28. Non-Discrimination.

28.1 Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

28.2 Subcontracts. Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

28.3 Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

28.4 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

29. Tropical Hardwoods and Virgin Redwood. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

30. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

31. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

32. Food Service Waste Reduction. Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

33. Security Deposit. Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 33, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

34. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

35. Intellectual Property: Music Broadcasting Rights. Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights. (Note to Permittee: To obtain the appropriate music performance license, you may contact the BMI Licensing Executive toll free at 1-877-264-2137 Monday – Friday, 9-5 p.m. (Central Time) and the American Society of Composers, Authors and Publishers ("ASCAP") at 1-800-505-4052 Monday – Friday, 9-5 p.m. (Eastern Time)).

36. TIHDI Job Broker. Permittee shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit G.

37. General Provisions. (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one

and the same instrument.

[Remainder of page left intentionally blank]

Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

PERMITTEE:

San Francisco Gaelic Athletic Association, a California
nonprofit corporation

By: _____

Name: _____

Title: _____

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____

Mirian Saez
Director of Island Operations

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Deputy City Attorney

EXHIBIT A

Master Lease between TIDA and United States Navy for Land and Structures Naval Station Treasure Island is available upon request.

EXHIBIT B

Premises

EXHIBIT C

“Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,” prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995

EXHIBIT D

Structural Report

(If for outdoor space or facility without structural report,
list “None”)

EXHIBIT E

Security

EXHIBIT F

Rules and Regulations

EXHIBIT G

TIHDI Job Broker Program

EXHIBIT H

Public Transportation Information

1 [Use Permit with San Francisco Gaelic Athletic Association.]

2 **Resolution Authorizing the Director of Island Operations to Retroactively Execute a**
3 **Use Permit, including waiver of Permit Fee and Security Deposit for street closure, with**
4 **San Francisco Gaelic Athletic Association, a California Nonprofit Corporation.**

5 WHEREAS, Former Naval Station Treasure Island is a military base located on
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
7 the United States of America, acting by and through the Department of the Navy; and,

8 WHEREAS, The Base was selected for closure and disposition by the Base
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
10 subsequent amendments; and,

11 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
15 conversion of the Base for the public interest, convenience, welfare and common benefit of
16 the inhabitants of the City and County of San Francisco (the "City"); and,

17 WHEREAS, San Francisco Gaelic Athletic Association is a subtenant in good standing
18 on Treasure Island through a Sublease with the Authority for a portion of Building 33 and for
19 Playgrounds E, F, and G on Treasure Island; and

20 WHEREAS, The mission of San Francisco Gaelic Athletic Association activities on
21 Treasure Island include providing public benefit by making its facilities, training and athletic
22 events available to the Treasure Island community, including regular use of Playground F by
23 the Boys and Girls Club Treasure Island clubhouse; and

24 WHEREAS, San Francisco Gaelic Athletic Association hosted a national Gaelic Athletic
25 Association tournament on Treasure Island on September 3rd , 4th and 5th, 2011 and

1 submitted application and appropriate general liability insurance for closure of Avenue H
2 between 11th and 13th Streets, Avenue H between California and 3rd Streets, 11th Street
3 between Avenues H and E, 13th Street between Avenues H and E, and Avenue E between
4 11th and 13th Streets to support the operation of the tournament, including request for waiver
5 of standard Permit Fees associated with street closures; and

6 WHEREAS, San Francisco Gaelic Athletic Association also submitted application and
7 appropriate general liability insurance for use of the unpaved land located at Avenue H
8 between 9th Street and 11th Street for the purpose of event attendee parking; and

9 WHEREAS, San Francisco Gaelic Athletic Association fulfilled all Use Permit
10 requirements and obligations and undertook all appropriate safety measures required for
11 closure of streets to vehicle traffic; and

12 WHEREAS, a Use Permit document between the Authority and San Francisco Gaelic
13 Athletic Association was required to appropriately document this on-Island street closure and
14 use of unpaved land; and

15 WHEREAS, TIDA staff recommends waiver of the Permit Fee for street closures for
16 this Use Permit as the Use Permit was for activities supporting San Francisco Gaelic Athletic
17 Association's mission to provide regular public benefit to the Treasure Island community; now,
18 therefore, be it

19 RESOLVED, That the Board of Directors hereby retroactively approves the Use Permit
20 between San Francisco Gaelic Athletic Association and the Authority, and authorizes the
21 Director of Island Operations or her designee to execute said Use Permit in substantially the
22 form attached hereto as Exhibit A; and, be it

23 FURTHER RESOLVED, That the Board of Directors approves the waiver of a standard
24 Permit Fee and Security Deposit for street closure for this Use Permit in recognition of the
25

1 regular public benefit provided the Treasure Island Community by San Francisco Gaelic
2 Athletic Association; and, be it

3 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
4 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)
5 the terms and conditions of the Use Permit are economically reasonable; and, be it

6 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
7 Island Operations or her designee to enter into any additions, amendments or other
8 modifications to the Use Permit that the Director of Island Operations determines in
9 consultation with the City Attorney are in the best interests of the Authority, that do not
10 materially increase the obligations or liabilities of the Authority, that do not materially reduce
11 the rights of the Authority, and are necessary or advisable to complete the preparation and
12 approval of the Use Permit, such determination to be conclusively evidenced by the execution
13 and delivery by the Director of Island Operations or her designee of the documents and any
14 amendments thereto.

15
16 **CERTIFICATE OF SECRETARY**

17 I hereby certify that I am the duly elected Secretary of the Treasure Island
18 Development Authority, a California nonprofit public benefit corporation, and that the
19 above Resolution was duly adopted and approved by the Board of Directors of the
20 Authority at a properly noticed special meeting on September 14, 2011.

21
22
23 Jean-Paul Samaha, Secretary
24
25

AGENDA ITEM 6 (h)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit, including waiver of Permit Fee for street closures, with SFGG Rugby Foundation Inc., a California Non-Profit Corporation (Action Item)

Contact: Mirian Saez, Director of Island Operations
Phone: 415-274-0660

BACKGROUND

SFGG Rugby Foundation Inc. ("SFGGRF") holds a sublease with the Authority for Building 34 and Playground D, both located at California Avenue at Avenue I on Treasure Island. SFGGRF is considered a subtenant in good standing with the Authority. Over the weekend of August 6th and 7th, 2011, SFGGRF hosted the USA Rugby National Championship Series 7's Tournament on Treasure Island. In order to support tournament activities, SFGGRF applied for closure of Avenue H to vehicle traffic between California Avenue and 3rd Street for the period of Friday, August 5th through Monday August 8th. SFGGRF submitted appropriate Use Permit application and liability insurance paperwork to Project Office staff as part of this application. As hosting this national tournament is consistent with SFGGRF's mission of using their subleased Premises to educate and expose the community to the sport of rugby, SFGGRF requested waiver of the Authority's standard Permit Fees and Security Deposit for street closures.

SFGGRF utilized the Avenue H space for additional public spaces and concession areas for event spectators. SFGGRF was issued all additional appropriate Permits required by City and County of San Francisco permitting departments for the event, and enacted proper closure of Avenue H, including erecting detour signage and overnight safety lighting at the closure locations, throughout the term of the closure. This Use Permit is before the Authority Board for retroactive approval as this is the first meeting of the Authority Board held since the application was received and processed by Project Office staff.

TERMS OF USE PERMIT

Locations:	Avenue H between California Avenue and Third Street, Treasure Island
Term:	August 5, 2011 at 10:00 AM through August 8, 2011 at 5:00 AM
Permit Fee:	Waived
Security Deposit:	Waived

All terms of this Use Permit are standard, except for waiver of Permit Fee and Security Deposit.

FINANCIAL IMPACT

This Permit proposes waiver of standard \$500 per day Use Permit fee associated with street closure on Treasure Island and of Security Deposit associated with temporary use of Premises through a Use Permit document. As discussed above, SFGGRF is a Subtenant of the Authority in good standing. In consideration of the public benefit to the community provided by SFGGRF's subtenancy on-Island through making SFGGRF facilities, training and athletic events available to the Treasure Island community, Project Office staff recommends approval of this Use Permit with waiver of standard Permit Fees.

RECOMMENDATION

Staff recommends retroactive approval and authorization for the Director of Island Operations or her designee to execute the Use Permit, including waiver of Permit Fee and Security Deposit, with SFGG Rugby Foundation

Exhibit A: Use Permit between TIDA and SFGG Rugby Foundation

Prepared by: Peter Summerville, Leasing Manager
For: Mirian Saez, Director of Island Operations

P-477
USE PERMIT

THIS USE PERMIT (this "Permit") dated for reference only as of July 22, 2011, is made by and between the Treasure Island Development Authority ("Authority") and SFGG Rugby Foundation Inc. a California Non-profit Corporation ("Permittee").

RECITALS

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for South Waterfront Naval Station Treasure Island (the "Master Lease"), by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use that certain property located on Naval Station Treasure Island (the "Property"), as more particularly described in the Master Lease; and

WHEREAS, Permittee seeks to use a portion of the Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

1. Basic Permit Information

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation
Permittee:	SFGG Rugby Foundation Inc. a California Non-profit Corporation
Premises (Section 2):	Exclusive use of that certain portion of the Property commonly known as Avenue H between California Avenue and 3 rd Street, all as more particularly shown on <u>Exhibit B</u> , attached hereto.
Structural Report (Section 5):	None
Permitted Use (Section 6):	For parking, concessions, staging and support of an SFGG Rugby Foundation event held at Treasure Island Playground D, and for no other purpose whatsoever.

Parking Rights (Section 7):	Up to twenty-five (25) vehicles may be parked in the area designated for parking on <u>Exhibit B</u> , attached hereto.
Permit Fees (Section 11):	Waived
Term (Section 12):	Commencement Date and Time: August 5, 2011 at 10:00 AM Expiration Date and Time: August 8, 2011 at 6:00 AM
Utilities (Section 19):	Permittee shall be responsible for all utility costs associated with Permitted Use.
Additional Permittee Requirements:	<p>This Use Permit is issued subject to Permittee's compliance with the following requirements, subject to review by the Authority or the applicable City and County of San Francisco permitting departments:</p> <ul style="list-style-type: none"> • Proof of issuance of all event-specific permits required by San Francisco Fire Department. • Permittee shall enact closure of Avenue H so as not to disrupt vehicle traffic on California Avenue or 3rd Street • Permittee shall be responsible for erecting temporary signage and overnight lighting indicating street closure and traffic detour at the intersection of Avenue H and California Avenue and Avenue H and 3rd Street.
Insurance Limits (Section 21):	<p>Worker's Compensation Insurance - statutory amounts</p> <p>Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident or occurrence</p> <p>Comprehensive or Commercial General</p>

Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage

Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage

Address for Notices (Section 26):

Authority:

Treasure Island Development Authority
One Avenue of the Palms
2nd Floor
Treasure Island
San Francisco, CA 94130
Attn.: Director of Island Operations
Phone No.: (415) 274-0660
Fax No.: (415) 274-0299

Permittee:

SFGG Rugby Foundation, Inc.
395 West Portal Ave.
San Francisco, CA 9427
Attn: Greg Rocca
Phone No. (415) 759-1900
Fax No. (415) 753-1674
Email: sfggoffice@gmail.com

Security Deposit (Section 33):

Waived

2. License of Premises. Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

3. Inspection of Premises. Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently

or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

4. As Is; Disclaimer of Representations. Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. Seismic Report and Structural Report. Without limiting Section 4 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic

Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. **Use of Premises.** Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Licensees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority property.

7. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on Exhibit B attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit H. Further public transportation information is also available on-line at <http://www.511.org>.

8. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.
- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling (www.sfrecycling.com or 330-1300).

9. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

10. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority

may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

11. Permit Fee. Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

12. Term of Permit; Revocability. The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

13. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in

the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g. General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

14. Security. In addition to the Permit Fee described in Section 11 above, Permittee shall provide the security, police and medical support services described on Exhibit E, attached hereto, at its sole cost and expense.

15. Rules and Regulations. In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit E. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

16. Surrender; No Holding Over. Upon the expiration of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

If Permittee fails to surrender the Premises to Authority upon the expiration or earlier termination of this Permit as required by this Section, Permittee shall indemnify, protect, defend and hold harmless forever ("Indemnify") Authority against all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") resulting therefrom, including, without limitation, Losses made by a succeeding permittee resulting from Permittee's failure to surrender the Premises. Permittee shall have no right to hold over without the prior written consent of Authority, which consent may be withheld in Permittee's sole and absolute discretion. If Permittee holds over the Premises or any part thereof after expiration or earlier termination of this Permit, such holding over shall be terminable upon written notice by Permittee, and the Permit Fee shall be increased

to two hundred percent (200%) of the Permit Fee in effect immediately prior to such holding over, calculated on a per diem basis, and such holdover shall otherwise be on all the other terms and conditions of this Permit. This Section shall not be construed as Authority's permission for Permittee to hold over. Acceptance of any holdover Permit Fee by Authority following expiration or termination of this Permit shall not constitute an extension or renewal of this Permit.

17. Repair of Damage. If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs or behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

18. Public Safety. Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

19. Utilities. Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

20. Release and Waiver of Claims; Indemnification

20.1. Release and Waiver of Claims. Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 20.1 (a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Authority from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise

on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 20.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.

(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

20.2. Acknowledgment. Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

20.3. Permittee's Indemnity. Permittee, on behalf of itself and Permittee's Agents, shall indemnify the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the

condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 20.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 20.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

21. INSURANCE

21.1. Permittee's Insurance. Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

21.2. Claims Made Policy. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

21.3. Annual Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

21.4. Additional Insureds. Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

21.5. Payment of Premiums. Permittee shall pay all the premiums for maintaining all required insurance.

21.6. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

21.7. General Insurance Matters.

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

21.8. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

21.9. Lapse of Insurance. Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

21.10. Permittee's Personal Property. Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

22. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

23. No Joint Venture or Partnership; Independent Contractor. This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

24. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

25. Possessory Interest Taxes; Payment of Taxes. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

26. Notices. Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in

the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

27. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

28. Non-Discrimination.

28.1 Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

28.2 Subcontracts. Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

28.3 Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

28.4 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

29. Tropical Hardwoods and Virgin Redwood. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

30. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

31. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a

violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

32. Food Service Waste Reduction. Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

33. Security Deposit. Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 33, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

34. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for

the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

35. Intellectual Property; Music Broadcasting Rights. Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights. (Note to Permittee: To obtain the appropriate music performance license, you may contact the BMI Licensing Executive toll free at 1-877-264-2137 Monday – Friday, 9-5 p.m. (Central Time) and the American Society of Composers, Authors and Publishers ("ASCAP") at 1-800-505-4052 Monday – Friday, 9-5 p.m. (Eastern Time)).

36. TIHDI Job Broker. Permittee shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit G.

37. General Provisions. (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Remainder of this page left intentionally blank]

Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

PERMITTEE: SFGG Rugby Foundation Inc., a
California Non-Profit Corporation

By: _____

Name: _____

Title: _____

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____

Mirian Saez

Director of Island Operations

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Deputy City Attorney

EXHIBIT A

Master Lease between TIDA and United States Navy for South Waterfront Naval Station Treasure Island and Land and Structures Naval Station Treasure Island is available upon request.

EXHIBIT B

Premises

EXHIBIT C

"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995

EXHIBIT D

Structural Report

None

EXHIBIT E

Security

EXHIBIT F

Rules and Regulations

EXHIBIT G

TIHDI Job Broker Program

EXHIBIT H

Public Transportation Information

1 [Use Permit with SFGG Rugby Foundation.]

2 **Resolution Authorizing the Director of Island Operations to Retroactively Execute a**
3 **Use Permit, including waiver of Permit Fee and Security Deposit for street closures,**
4 **with SFGG Rugby Foundation Inc., a California Non-Profit Corporation.**

5 WHEREAS, Former Naval Station Treasure Island is a military base located on
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
7 the United States of America, acting by and through the Department of the Navy; and,

8 WHEREAS, The Base was selected for closure and disposition by the Base
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
10 subsequent amendments; and,

11 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
15 conversion of the Base for the public interest, convenience, welfare and common benefit of
16 the inhabitants of the City and County of San Francisco (the "City"); and,

17 WHEREAS, SFGG Rugby Foundation is a subtenant in good standing on Treasure
18 Island through a Sublease with the Authority for a portion of Building 34 and for Playground D
19 on Treasure Island; and

20 WHEREAS, The mission of SFGG Rugby Foundation activities on Treasure Island
21 include providing public benefit by making its facilities, training and athletic events available to
22 the Treasure Island community; and

23 WHEREAS, SFGG Rugby Foundation hosted a national rugby tournament on Treasure
24 Island on August 6th and 7th, 2011 and closed Avenue H between California Avenue and Third
25 Street between August 5th and August 8th to support the operation of the tournament; and

1 WHEREAS, SFGG Rugby Foundation fulfilled all Use Permit requirements and
2 obligations and undertook all appropriate safety measures required for closure of streets to
3 vehicle traffic; and

4 WHEREAS, a Use Permit document between the Authority and SFGG Rugby
5 Foundation was required to appropriately document this on-Island street closure; and

6 WHEREAS, TIDA staff recommends waiver of the Permit Fee for this Use Permit as
7 the Use Permit was for activities supporting SFGG Rugby Foundation's mission to provide
8 regular public benefit to the Treasure Island community; now, therefore, be it

9 RESOLVED, That the Board of Directors hereby retroactively approves the Use Permit
10 between SFGG Rugby Foundation, Inc. and the Authority, and authorizes the Director of
11 Island Operations or her designee to execute said Use Permit in substantially the form
12 attached hereto as Exhibit A; and, be it

13 FURTHER RESOLVED, That the Board of Directors approves the waiver of a standard
14 Permit Fee and Security Deposit for this Use Permit in recognition of the regular public benefit
15 provided the Treasure Island Community by SFGG Rugby Foundation; and, be it

16 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
17 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)
18 the terms and conditions of the Use Permit are economically reasonable; and, be it

19 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
20 Island Operations or her designee to enter into any additions, amendments or other
21 modifications to the Use Permit that the Director of Island Operations determines in
22 consultation with the City Attorney are in the best interests of the Authority, that do not
23 materially increase the obligations or liabilities of the Authority, that do not materially reduce
24 the rights of the Authority, and are necessary or advisable to complete the preparation and
25 approval of the Use Permit, such determination to be conclusively evidenced by the execution

1 and delivery by the Director of Island Operations or her designee of the documents and any
2 amendments thereto.

3
4 **CERTIFICATE OF SECRETARY**

5 I hereby certify that I am the duly elected Secretary of the Treasure Island
6 Development Authority, a California nonprofit public benefit corporation, and that the
7 above Resolution was duly adopted and approved by the Board of Directors of the
8 Authority at a properly noticed special meeting on September 14, 2011.

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11 Jean-Paul Samaha, Secretary
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AGENDA ITEM 6(i)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Retroactively Authorizing a Tenth Amendment to the contract with Economic and Planning Systems to extend the term of the agreement through June 30, 2012 and to increase the contract amount by \$20,000 for a total no-to-exceed amount of \$485,500 (*Action Item*)

Contact Michael Tymoff, Office of Economic and Workforce Development

BACKGROUND

The Board of Supervisors and the Authority in June and April of 2011, respectively, approved a disposition and development agreement (DDA) with a master developer for the development of former Naval Station Treasure Island. The Authority is currently in the final stages of negotiating transfer of the property from the U.S. Navy. An integral component of this negotiation is iterative financial feasibility and fiscal impacts evaluations. The Authority, like most public agencies with the responsibility of managing a development project of this complexity, has and will continue to rely on third party consultants with the technical expertise to assist with these services. Since 2003 the Authority has utilized Economic and Planning Systems (EPS) to provide economic and real estate consulting services to assist the Authority in its negotiations with the prospective master developer, Treasure Island Community Development, LLC (TICD), and the U.S. Navy. The original contract has been amended nine times during that period to add budget and extend the term consistent with the development planning and Navy negotiation process. The scope of work with EPS has consisted of the following tasks:

- (1) Disposition and Development Negotiations with the master developer,
- (2) Negotiations with the U.S. Navy, and
- (3) Fiscal Analysis relevant to both of the prior tasks.

In April 2011, the Authority amended the EPS contract by increasing the budget amount by \$60,000 for a new not-to-exceed total of \$465,500. The contract as amended in April 2011 expired on June 30, 2011. This additional budget funded services to assist staff in negotiations with the Navy, pro forma negotiations with TICD related to the DDA, and fiscal impact analysis to support the Economic Development Conveyance Memorandum of Agreement with the Navy (EDC MOA Terms).

While the EDC MOA has been approved by the Authority and the Board of Supervisors, ongoing fiscal analysis is required in these final stages of transaction document completion as the Navy

processes the EDC Application and EDC MOA for final Navy approval. EPS will continue to strategically advise the Authority in finalizing the EDC MOA. This will require additional budget for EPS to provide the services under the existing contract and extending the term of the contract, which expired on June 30, 2011. Therefore, the contract amendment increases the budget by \$20,000, an increase to provide adequate funding for final negotiations with the Navy, including financial and fiscal analysis.

The funds for this contract amendment were budgeted in the Authority's FY 2011-12 budget.

RECOMMENDATION

Staff recommends retroactive approval of the Tenth Amendment to the contract with EPS increasing the budget from \$465,500 to a total not-to-exceed amount of \$485,500 and extending the term of the agreement through June 30, 2012

EXHIBITS

A Tenth Amendment to Contract with EPS

**TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO**

TENTH AMENDMENT

THIS TENTH AMENDMENT (this "Amendment") is made as of September 14, 2011, in San Francisco, California, by and between Economic and Planning Systems ("Contractor"), and the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority"), acting by and through its Treasure Island Redevelopment Project Director ("Director").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated September 1, 2004 between Contractor and Authority, as amended by a First Amendment dated January 1, 2006, a Second Amendment dated April 17, 2006, a Third Amendment dated July 1, 2006, a Fourth Amendment dated February 14, 2007, a Fifth Amendment dated September 1, 2007, a Sixth Amendment dated September 10, 2008, a Seventh Amendment dated June 10, 2009, an Eighth Amendment dated May 12, 2010 and a Ninth Amendment dated April 13, 2011.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) **Recitals.** The Agreement is hereby modified as follows:

WHEREAS, While the Authority has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under California Redevelopment Law (CRL) in connection with this Agreement or the reuse and development of the Base.

(b) **Section 2, Term.** The Agreement is hereby modified as follows:

Subject to Section 1, the term of this Agreement shall be from September 1, 2004 through June 30, 2012.

(c) **Section 5, Compensation.** The Agreement is hereby modified as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Four Hundred Eighty Five Thousand, Five Hundred Dollars (\$485,500). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. The Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the Authority or City be liable for interest or late charges for any late payments.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Recommended by:

Michael Tymoff, Project Director
Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James R. Musbach, Managing Principal
Economic and Planning Systems (EPS)
2501 Ninth St. Suite 200
Berkeley, CA 94710
Tel: 510/398-2853
Fax: 510/841-9208
FEIN:

1 [Authorization to Execute a Tenth Amendment to Contract with Economic and Planning
2 Systems]

3 **Resolution Retroactively Authorizing a Tenth Amendment to the contract with**
4 **Economic and Planning Systems for economic consulting services in support of**
5 **negotiations with the U.S. Navy and the Master Developer by extending the term of the**
6 **contract through June 30, 2012 and increasing the budget from \$465,500 to a total not-**
7 **to-exceed amount of \$485,500.**

8 WHEREAS, Former Naval Station Treasure Island is a military base located on
9 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
10 the United States of America ("the Federal Government"); and,

11 WHEREAS, Treasure Island was selected for closure and disposition by the Base
12 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
13 subsequent amendments; and,

14 WHEREAS, In 1995, the General Services Administration and the Bureau of Land
15 Management determined that Yerba Buena Island was surplus to the Federal Government's
16 needs and could be transferred to the administrative jurisdiction of the Department of Defense
17 under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure
18 Island; and,

19 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
20 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
21 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
22 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
23 conversion of the Base for the public interest, convenience, welfare and common benefit of
24 the inhabitants of the City and County of San Francisco; and,

1 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
2 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
3 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) authorized the Board of
4 Supervisors to designate the Authority as a redevelopment agency under California
5 redevelopment law with authority over the Base upon approval of the City's Board of
6 Supervisors, and (ii) with respect to those portions of the Base which are subject to the public
7 trust for commerce, navigation and fisheries (the "Tidelands Trust"), vested in the Authority
8 the authority to administer the Tidelands Trust as to such property; and,

9 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
10 redevelopment agency for Treasure Island in 1997; and,

11 WHEREAS, The Authority issued a Request for Proposals ("RFP") for Consultant
12 Services to assist the Authority in preparation of an Economic Development Conveyance
13 ("EDC") Application and the creation and adoption of a Redevelopment Plan for former Naval
14 Station Treasure Island on July 15, 1998; and,

15 WHEREAS, Economic and Planning Systems ("EPS") responded to the RFP as a
16 member of the Sedway Group team to provide economic consulting services; and,

17 WHEREAS, The Authority authorized the Executive Director to execute a contract with
18 the Sedway team based on the fact that the Sedway team was the highest ranked respondent
19 to the RFP; and,

20 WHEREAS, The EDC application has been completed, as specified under the terms of
21 the contract; and,

22 WHEREAS, In response to a Navy request, EPS assisted the Authority in 2003 by
23 updating the original EDC Application; and,

24 WHEREAS, On September 8, 2004, the Authority authorized the Executive Director to
25 execute a new contract with EPS to provide economic consulting services expected to

1 complete the process of negotiating a transfer of property with the Navy and completion of the
2 Disposition and Development Agreement with the master developer in an amount not-to-
3 exceed \$150,000; and,

4 WHEREAS, On December 14, 2005, the Authority authorized the Executive Director to
5 extend the term of the contract with EPS to June 30, 2006, a timeframe that was consistent
6 with the Authority's schedule for endorsement of a Development Plan and Term Sheet by the
7 Authority Board and Board of Supervisors; and,

8 WHEREAS, On April 17, 2006, the Authority approved a contract amendment
9 increasing the budget by \$35,000 for a total not-to-exceed contract amount of \$185,000; and,

10 WHEREAS, On July 26, 2006, the Authority approved a contract amendment extending
11 the term of the contract with EPS to December 31, 2006 to provide the Authority with the
12 continued services of EPS during the completion of the Development Plan and Term Sheet
13 consistent with the further extended timeframe approved by the Authority; and,

14 WHEREAS, The Authority Board and the Board of Supervisors endorsed the
15 Development Plan and Term Sheet in the Fall of 2006; and,

16 WHEREAS, The Authority approved a Fourth Amendment to the contract with EPS on
17 February 14, 2007 increasing the budget by an additional \$80,000; a Fifth Amendment on
18 September 12, 2007 retroactively extending the term of the agreement to June 30, 2008; a
19 Sixth Amendment on September 10, 2008 retroactively extending the term of the agreement
20 to June 30, 2009 and increasing the budget from \$265,000 to a total not-to-exceed amount of
21 \$315,000; a Seventh Amendment on June 10, 2009 extending the term of the agreement to
22 June 30, 2010 and increasing the budget from \$315,000 to a total not-to-exceed amount of
23 \$345,500; an Eighth Amendment on May 12, 2010 extending the term of the agreement to
24 June 30, 2011 and increasing the budget from \$345,000 to a total not-to-exceed amount of
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1 \$405,500; and a Ninth Amendment on April 13, 2011 increasing the budget from \$405,500 to
2 a total non-to-exceed amount of \$465,500; and,

3 WHEREAS, Additional budget is required for EPS to provide additional services in
4 connection with finalizing the Economic Development Conveyance Memorandum of
5 Agreement ("EDC MOA") with the Navy; now, therefore, be it

6 RESOLVED, That the Authority hereby authorizes the Treasure Island Project Director
7 to execute a tenth amendment to the contract with EPS to assist the Authority with economic
8 consulting services in support of finalizing the EDC MOA with the Navy, by retroactively
9 increasing the budget from \$465,500 to a total not-to-exceed amount of \$485,500, and by
10 retroactively extending the term of the agreement to June 30, 2012, in substantially the form
11 attached to this resolution as Exhibit A; and, be it

12 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure
13 Island Project Director to take all actions necessary and appropriate to carry out the terms of
14 the tenth amendment to the contract with EPS, and enter into any additions, amendments or
15 other modifications to the tenth amendment that the Treasure Island Project Director
16 determines in consultation with the City Attorney are in the best interests of the Authority, that
17 do not materially increase the obligations or liabilities of the Authority, that do not materially
18 reduce the rights of the Authority, and are necessary or advisable to complete the preparation
19 and approval of the tenth amendment, such determination to be conclusively evidenced by the
20 execution and delivery by the Treasure Island Project Director of the documents and any
21 amendments thereto.

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on September 14th, 2011.

Jean-Paul Samaha

AGENDA ITEM 6(j)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution authorizing the Third Amendment to the contract with URS Corporation Americas for strategic advice and peer review consulting services in connection with the Treasure Island/Yerba Buena Island Development Project by retroactively extending the term through June 30, 2012

Contact: Michael Tymoff, Office of Economic and Workforce Development

BACKGROUND

In 2005, the Office of Economic and Workforce Development established a pool of as-needed real estate and engineering consultants through a competitive RFQ process, which TIDA has access to utilize for the purposes of development planning for Treasure Island.

DISCUSSION

As the development planning process for Treasure Island moves forward into the next phases of project implementation, staff will continue to work with Treasure Island Community Development (TICD) and its consultants to advance various components of the Disposition and Development Agreement and related project approvals approved by the TIDA Board in April 2011, and the Board of Supervisors in June 2011. These efforts will include establishing design criteria and cost estimates for the infrastructure master plans, and coordinating infrastructure and utility transfer issues with various City departments, Caltrans, the Department of Labor and the United States Coast Guard.

In 2008, staff selected URS from the pre-qualified pool of as-needed consultants due to their high level of expertise in infrastructure master planning, geotechnical issues, floodplain mapping and issues around sea level rise. In March 2008, the TIDA Board approved a contract with URS Corporation to provide strategic advice and peer review consulting services in connection with the preparation of infrastructure plans for the redevelopment planning for Treasure Island for an estimated total not to exceed amount of \$100,000. The term of the original contract expired on December 31, 2008. In May 2009, the TIDA Board extended the original contract to June 30, 2010 and in July 2010, the TIDA Board extended the contract again to June 30, 2011. Staff needs to continue to engage URS as the infrastructure planning process and utility transfer process moves to the implementation phase. While the total not-to-exceed amount for the contract has remained unchanged, the term of the agreement has expired. Staff recommends retroactively extending the contract through June 30, 2012.

SCOPE OF SERVICES SUMMARY

URS will continue to provide strategic advice and peer review of infrastructure master plans, engineering proposals and geotechnical, flood plain and sea level rise solutions and utility transfer issues. URS will continue to review proposals from TICD's engineering and design team

and provide staff with strategic level advice and recommendations. URS will also continue to work with staff to coordinate these efforts with various City departments and permitting agencies, including the San Francisco Public Utilities Commission, Department of Public Works, Municipal Transportation Agency, the Fire Department and others.

This amendment does not change the following scope of services under the original contract:

Task 1: Peer Review of Infrastructure Development

URS will provide peer review and analysis of design criteria, requirements, demand calculations, conceptual layouts, and hard and soft cost estimates for the proposed infrastructure plan.

Task 2: Peer Review of Geotechnical and Seismic Safety Solutions

URS will provide peer review and analysis of geotechnical stabilization and seismic safety solutions.

Task 3: Peer Review of Grading and Flood Protection

URS will provide peer review and analysis of proposed site grading and flood projection strategies.

Task 4: Sea Level Rise and Floodplains

URS will provide strategic guidance on appropriate measures to address projected sea level rise and issues related to FEMA's floodplain mapping process for the City of San Francisco.

Task 6: Transfer of Utility Rights

URS will provide peer review and participation in work conducted by the proposed master developer's engineering team and the San Francisco Public Utilities Commission ("PUC") to prepare documentation necessary to transfer rights to on-island and off-site utility systems currently owned or controlled by the U.S. Navy to the Authority and/or the PUC.

BUDGET AND TERM

The proposed scope of services will continue to be provided for an estimated total not-to-exceed amount of \$100,000 under the original Contract (See Exhibit B: Calculation of Charges). The term of the Contract would be extended from July 1, 2011 through June 30, 2012. Any future amendment to the term, billing rates, or the amount of the Contract will be subject to the approval of the Authority Board. Sufficient funds were included in the Authority's FY 11-12 budget for this Contract.

RECOMMENDATION

Staff recommends approval of the Third Amendment to the contract with URS Corporation Americas to retroactively extend the term through June 30, 2012.

EXHIBITS

A Third Amendment to the contract with URS Corporation Americas

**TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO**

THIRD AMENDMENT

THIS THIRD AMENDMENT (this "Amendment") is made as of September 14, 2011, in San Francisco, California, by and between URS Corporation Americas ("Contractor"), and the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated February 22, 2008, between Contractor and Authority.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) **Recitals.** The Agreement is hereby modified as follows:

WHEREAS, While the Authority has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under California Redevelopment Law in connection with this Agreement or the reuse and development of the Base.

(b) **Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from February 22, 2008 through June 30, 2012.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

By: _____

Michael Tymoff
Treasure Island Project Director
Office of Economic and Workforce
Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Approved as to form:

Dennis J. Herrera
City Attorney

By _____

Deputy City Attorney

CONTRACTOR

URS CORPORATION AMERICAS

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Marty Czarnecki

Sr. Vice President
URS Corporation
221 Main St, Suite 600
San Francisco, CA 94105
Tel: 415-243-3735

Fax:
FEIN:

[Third Amendment to the contract with URS Corporation Americas]

RESOLUTION AUTHORIZING A THIRD AMENDMENT TO THE CONTRACT WITH URS CORPORATION AMERICAS FOR STRATEGIC ADVICE AND PEER REVIEW CONSULTING SERVICES IN CONNECTION WITH THE TREASURE ISLAND/YERBA BUENA ISLAND DEVELOPMENT PROJECT BY RETROACTIVELY EXTENDING THE TERM THROUGH JUNE 30, 2012.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

1 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
2 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
3 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) authorized the Board of
4 Supervisors to designate the Authority as a redevelopment agency under California
5 Redevelopment Law (Sections 33000 et seq. of the Health and Safety Code) ("CRL") with
6 authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect
7 to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the
8 authority to administer the public trust for commerce, navigation and fisheries as to such
9 property; and,

10 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
11 redevelopment agency for Treasure Island in 1998; and,

12 WHEREAS, On October 17, 2005, the Board of Directors adopted Resolution No. 05-
13 039-10/12 designating the Office of Economic and Workforce Development ("OEWD") as the
14 lead negotiator in all negotiations related to the overall redevelopment and conversion of the
15 Base to civilian uses, including without limitation, negotiations regarding the terms and
16 conditions for the long term redevelopment of the Treasure Island Marina and the
17 redevelopment of the Base; and,

18 WHEREAS, On September 16, 2005, OEWD and the Port of San Francisco jointly
19 issued a Request for Qualifications ("RFQ") to create a list of qualified consulting teams with
20 multidisciplinary expertise to provide as needed real estate planning and development
21 consulting for mixed-use planning and development projects in San Francisco; and,

22 WHEREAS, URS Corporation was one of the firms selected pursuant to the RFQ; and,

23 WHEREAS, On February 13, 2008, the Authority authorized the Treasure Island
24 Redevelopment Project Director to execute a contract with URS Corporation, in an amount
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1 not to exceed \$100,000, to provide the Authority and OEWD with strategic advice and peer
2 review in connection with the infrastructure plan that was being formulated for the proposed
3 redevelopment of the Base, including, but not limited to, (1) peer review and analysis of
4 design criteria, requirements, demand calculations, conceptual layouts, and hard and soft cost
5 estimates for the proposed infrastructure plan, (ii) peer review and analysis of geotechnical
6 stabilization and seismic safety solutions, (iii) peer review and analysis of proposed site
7 grading and flood projection strategies, (iv) strategic guidance on appropriate measures to
8 address projected sea level rise and issues related to FEMA's floodplain mapping process for
9 the City of San Francisco, and (v) peer review and participation in work conducted by the
10 proposed master developer's engineering team and the San Francisco Public Utilities
11 Commission ("PUC") to prepare documentation necessary to transfer rights to on-island and
12 off-site utility systems currently owned or controlled by the U.S. Navy to the Authority and/or
13 the PUC (collectively, the "Services"); and,

14 WHEREAS, On February 11, 2009 the Authority approved the First Amendment to the
15 Contract to retroactively extend the term of the Agreement for an additional 18 months
16 through June 30, 2010; and on July 14, 2010 the Authority approved the Second Amendment
17 to the Contract to retroactively extend the term of the Agreement for an additional 12 months
18 through June 30, 2011; and,

19 WHEREAS, On April 21, 2011 and June 14, 2011, respectively, the Authority Board
20 and the Board of Supervisors approved a Disposition and Development Agreement with
21 Treasure Island Community Development, LLC, and related project approvals, which
22 contemplate developing the Base using Infrastructure Financing District tax increment
23 financing instead of redevelopment tax increment financing under CRL, and as a result no
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1 redevelopment plan has been adopted and the Authority is not exercising any of its
2 redevelopment powers under CRL; and,

3 WHEREAS, Staff requires URS Corporation to continue to provide the Authority and
4 OEWD with strategic advice and peer review in connection with the proposed development of
5 the Base; and,

6 WHEREAS, The term of the Contract has expired but funds remain in the Contract
7 budget so staff is recommending that the Authority Board retroactively extend the Contract
8 through June 30, 2012; now, therefore, be it

9 RESOLVED, That the Board of Directors hereby retroactively approves and authorizes
10 the Treasure Island Project Director to execute the Third Amendment to the Contract with
11 URS Corporation in substantially the form attached hereto as Exhibit A; and, be it

12 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure
13 Island Project Director to enter into any additions, amendments or other modifications to the
14 Third Amendment that the Treasure Island Project Director determines in consultation with the
15 City Attorney are in the best interests of the Authority, that do not materially increase the
16 obligations or liabilities of the Authority, that do not materially reduce the rights of the
17 Authority, and are necessary or advisable to complete the preparation and approval of the
18 Third Amendment, such determination to be conclusively evidenced by the execution and
19 delivery by the Treasure Island Project Director of the documents and any amendments
20 thereto.



AGENDA ITEM 6(k)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Authorizing a Ninth Amendment to the Contract with Seifel Consulting Inc. to Extend the Term Through June 30, 2012. (Action Item)

Contact: Michael Tymoff, Office of Economic and Workforce Development

BACKGROUND

On August 14, 2002, the Authority awarded a contract to Seifel Consulting (the "Contract") to complete a Redevelopment Plan for Treasure Island for the not-to-exceed amount of \$129,600. The Authority has since then approved eight amendments to the Contract revising the scope of services, increasing the budget to a total not to exceed amount of \$721,300 and extending the term through June 30, 2011.

Staff has worked with Seifel Consulting on the Redevelopment Plan adoption process in order to coordinate adoption of the Redevelopment Plan with the schedule of the Environmental Impact Report and final Disposition and Development Agreement. Seifel Consulting has completed several components of the scope of work in the Contract, including preparation of a Preliminary Plan, Preliminary Report, Redevelopment Plan, Final Report to Board and related documents as required by California Community Redevelopment Law (CRL).

In response to the Governor's proposal earlier this year to eliminate redevelopment agencies, TIDA and Treasure Island Community Development, LLC elected not to pursue the project as a redevelopment project using tax increment financing under CRL, in favor of pursuing tax increment financing through the formation of Infrastructure Financing Districts (IFDs). As a result, a Redevelopment Plan has not been adopted for the project and TIDA is not exercising its redevelopment powers under CRL. However, given the uncertain future of redevelopment agencies at the State level, and TIDA's status as the designated redevelopment agency for Treasure Island, it is prudent to extend the term as well as amend the scope of the contract with Seifel should their services be needed in connection with evaluating additional future changes to CRL that impact redevelopment agencies' existence and authority under CRL.

TERM

The Ninth Amendment would extend the term through June 30, 2012. It would not increase the not-to-exceed amount of \$721,300. Sufficient funds have been included in the Authority's FY 11-12 budget for this Contract.

Any future amendment to the billing rates, scope of work or the amount of the Contract will be subject to the approval of the Authority Board.

RECOMMENDATION

Staff recommends approval of the Ninth Amendment to the Contract with Seifel to extend the term through June 30, 2012.

EXHIBITS

A Ninth Amendment to Contract with Seifel Consulting Inc.

**TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO**

NINTH AMENDMENT

THIS NINTH AMENDMENT (this "Amendment") is made as of September 14, 2011, in San Francisco, California, by and between Seifel Consulting, Inc. ("Contractor"), and the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority"), acting by and through its Treasure Island Project Director ("Director").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2002 between Contractor and Authority, as amended by a First Amendment dated January 1, 2004, a Second Amendment dated July 1, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, a Fifth Amendment dated November 14, 2007, a Sixth Amendment dated June 10, 2009, a Seventh Amendment dated March 10, 2010, and an Eighth Amendment dated December 8, 2010.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) **Recitals,** is hereby amended to add the following:

WHEREAS, While the Authority has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under California Redevelopment Law (CRL) in connection with this Agreement or the reuse and development of the Base.

(b) **Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the Term of this Agreement shall be from July 1, 2002 through June 30, 2012.

(C) **Exhibit B, Scope of Services,** is hereby amended to add the following:

Task 6: General Consultation

While the full extent of further general consultation services is unknown at this time, the following additional services may be required given that the State legislative process surrounding the future of redevelopment is now expected to continue through the summer of 2012:

- Seifel and BB&K will work with the other attorneys on the project team on an as-needed basis to advise staff on issues related to the State legislative process, including AB26 and AB27 and other trailing legislation related to the future of redevelopment and any potential implications for the project.
3. **Director.** All references in the Agreement to "Director" are hereby amended to mean the Treasure Island Project Director.
 4. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.
 5. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Michael Tymoff
Treasure Island Project Director
Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35 of the Agreement, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Elizabeth Seifel, President
Seifel Consulting Inc.
221 Main St., Suite 420
San Francisco, CA 94105
FEIN: 94-3225313
Vendor No: 32122

FILE NO. _____

RESOLUTION NO. _____

[Amending the Contract with Seifel Consulting to Extend the Term and Amend the Scope]

AUTHORIZING A NINTH AMENDMENT TO THE CONTRACT WITH SEIFEL CONSULTING INC. TO RETROACTIVELY EXTEND THE TERM THROUGH JUNE 30, 2012 AND AMEND THE SCOPE OF SERVICES.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code, and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) authorized

FILE NO. _____

RESOLUTION NO. _____

1 the Board of Supervisors to designate the Authority as a redevelopment agency under
2 California redevelopment law with authority over the Base upon approval of the City's
3 Board of Supervisors, and, (ii) with respect to those portions of the Base which are
4 subject to the Tidelands Trust, vested in the Authority the power to administer the public
5 trust for commerce, navigation and fisheries as to such property; and,

6
7 WHEREAS, The Board of Supervisors approved the designation of the Authority
8 as a redevelopment agency for Treasure Island in 1997; and,

9
10 WHEREAS, The Authority issued a Request for Proposals ("RFP") for consultant
11 services to assist the Authority in the preparation of an Economic Development
12 Conveyance (EDC) Application and the creation and adoption of a redevelopment plan
13 for former Naval Station Treasure Island on July 15, 1998; and,

14
15 WHEREAS, Seifel Consulting Inc. responded to the RFP as a member of the
16 Sedway Group team to provide redevelopment consulting services; and,

17
18 WHEREAS, The Authority authorized the Executive Director to execute a
19 contract with the Sedway team because Sedway was the highest ranked respondent to
20 the RFP; and,

21
22 WHEREAS, The EDC Application was completed as specified in the Sedway
23 contract, but the scope of work to complete the Redevelopment Plan was initially
24 delayed due to delays in the Navy's environmental review process; and,
25

[Amending the Contract with Seifel Consulting to Extend the Term and Amend the Scope]

AUTHORIZING A NINTH AMENDMENT TO THE CONTRACT WITH SEIFEL CONSULTING INC. TO RETROACTIVELY EXTEND THE TERM THROUGH JUNE 30, 2012 AND AMEND THE SCOPE OF SERVICES.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

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FILE NO. _____

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4 subject to the Tidelands Trust, vested in the Authority the power to administer the public
5 trust for commerce, navigation and fisheries as to such property; and,

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8 as a redevelopment agency for Treasure Island in 1997; and,

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11 services to assist the Authority in the preparation of an Economic Development
12 Conveyance (EDC) Application and the creation and adoption of a redevelopment plan
13 for former Naval Station Treasure Island on July 15, 1998; and,

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15 WHEREAS, Seifel Consulting Inc. responded to the RFP as a member of the
16 Sedway Group team to provide redevelopment consulting services; and,

17
18 WHEREAS, The Authority authorized the Executive Director to execute a
19 contract with the Sedway team because Sedway was the highest ranked respondent to
20 the RFP; and,

21
22 WHEREAS, The EDC Application was completed as specified in the Sedway
23 contract, but the scope of work to complete the Redevelopment Plan was initially
24 delayed due to delays in the Navy's environmental review process; and,
25

1 WHEREAS, The Authority authorized the Executive Director to execute a
2 contract with Seifel Consulting (the "Seifel Contract") to complete the redevelopment
3 planning process for an amount not-to-exceed \$129,600 on August 14, 2002; and,

4 WHEREAS, The Authority approved First, Second, Third and Fourth
5 Amendments to the Seifel Contract extending the term; and,

6
7 WHEREAS, On November 14, 2007, the Authority approved a Fifth Amendment
8 to the Seifel Contract revising the scope of services, increasing the budget from a total
9 not to exceed amount of \$129,600 to \$297,460, and extending the term to June 30,
10 2009; and,

11
12 WHEREAS, On June 10, 2009, the Authority approved a Sixth Amendment to the
13 Seifel Contract extending the term to June 30, 2010; and,

14 WHEREAS, On March 10, 2010, the Authority approved a Seventh Amendment
15 to the Seifel Contract increasing the budget from a total not to exceed amount of
16 \$297,460 to \$494,460, and extending the term to June 30, 2011; and,

17
18 WHEREAS, On December 8, 2010, the Authority approved an Eighth
19 Amendment to the Seifel Contract to increase the budget from \$494,460 to a total not to
20 exceed amount of \$721,300 and to amend the scope of work, to continue the
21 redevelopment planning process on a parallel track with the preparation and certification
22 of the Environmental Impact Report and the negotiation of the Disposition and
23 Development Agreement; and,
24
25

1 WHEREAS, Staff has worked with Seifel Consulting on the Redevelopment Plan
2 adoption process in order to coordinate adoption of a Redevelopment Plan with the
3 schedule of the Environmental Impact Report and final Disposition and Development
4 Agreement, and Seifel Consulting has completed several components of the scope of
5 work in the Contract, including preparation of a Preliminary Plan, Preliminary Report,
6 Redevelopment Plan, Final Report to Board and related documents as required by
7 California Community Redevelopment Law ("CRL"); and,
8

9 WHEREAS, In response to the Governor's proposal earlier this year to eliminate
10 redevelopment agencies, the Authority and Treasure Island Community Development,
11 LLC elected not to pursue the project as a redevelopment project using tax increment
12 financing under CRL, in favor of pursuing tax increment financing through the formation
13 of Infrastructure Financing Districts (IFDs), and as a result, a Redevelopment Plan has
14 not been adopted for the project and the Authority is not exercising its redevelopment
15 powers under CRL; and,
16

17 WHEREAS, Given the uncertain future of redevelopment agencies at the State
18 level, and the Authority's status as the designated redevelopment agency for the Base,
19 it is prudent to extend the term of the Seifel Contract should their services be needed in
20 connection with evaluating additional future changes to CRL that impact redevelopment
21 agencies' existence and authority under CRL; and,
22
23
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25

FILE NO. _____

RESOLUTION NO. _____

1 WHEREAS, The Authority wishes to enter into a Ninth Amendment to the Seifel
2 Contract to retroactively extend the term through June 30, 2012 and amend the scope
3 of services; now, therefore be it

4 RESOLVED, That the Authority hereby approves and authorizes the Treasure
5 Island Project Director to execute the Ninth Amendment to the Seifel Contract in
6 substantially the form attached hereto as Exhibit A; and, be it
7

8 FURTHER RESOLVED, That the Board of Directors hereby authorizes the
9 Treasure Island Project Director to enter into any additions, amendments or other
10 modifications to the Ninth Amendment to the Seifel Contract that the Treasure Island
11 Project Director determines in consultation with the City Attorney are in the best
12 interests of the Authority, that do not materially increase the obligations or liabilities of
13 the Authority, that do not materially reduce the rights of the Authority, and are necessary
14 or advisable to complete the preparation and approval of the Ninth Amendment to the
15 Seifel Contract, such determination to be conclusively evidenced by the execution and
16 delivery by the Treasure Island Project Director of the documents and any amendments
17 thereto.
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FILE NO. _____

RESOLUTION NO. _____

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on September 14, 2011.

Jean-Paul Samaha, Secretary



AGENDA ITEM 6(I)
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 14, 2011

Subject: Resolution Retroactively Authorizing a Memorandum of Agreement with the San Francisco County Transportation Authority for Planning and Engineering Services and Obligations for a Term Through June 30, 2012 and a Total Not to Exceed Amount of \$46,000 (Action Item)

Contact Michael Tymoff, Project Director, Office of Economic and Workforce Development

BACKGROUND

On October 15th, 2005, the Treasure Island Development Authority (TIDA) entered into Memorandum of Agreement #05/06-08 (2005 MOA) with the San Francisco County Transportation Authority (SFCTA). The 2005 MOA allowed TIDA to engage planning and engineering support services from the SFCTA for the evaluation of the Treasure Island Transportation Plan. The 2005 MOA was amended five times, and had a final not-to-exceed amount of \$130,720.

DISCUSSION

The term of the 2005 MOA expired June 30, 2011, and it is the SFCTA's practice not to amend agreements past a five year term. In addition, the Treasure Island Transportation Implementation Plan, along with the Disposition and Development Agreement, Development Agreement, and other transactional documents, were approved by the TIDA Board of Directors and the Board of Supervisors in April and June 2011, respectively. As such, TIDA and the SFCTA propose to enter into a new Memorandum of Agreement #11/12-03 (2011 MOA). The 2011 MOA will have a total not-to-exceed amount of \$46,000 and its term will be from July 1, 2011 to June 30, 2012.

The 2011 MOA outlines the roles and responsibilities of TIDA and SFCTA as related to the early stage implementation of the recently approved Treasure Island Transportation Implementation Plan. In particular, the 2011 MOA would allow for the procurement of consultant services to assist in the formation of the Treasure Island Transportation Management Authority (TITMA), as contemplated in the Treasure Island Transportation Implementation Plan and authorized by State legislation. The 2011 MOA would also allow for the procurement of consultant services to assist in the finalization of agreements with various local, regional and stage agencies regarding transit services and transportation demand management programs to support the Treasure Island/Yerba Buena Island Development Project (Project).

BUDGET AND REIMBURSEMENT

The 2011 MOA has a total not-to-exceed amount of \$46,000. This budget allows for the completion of memorandums of understanding with the Water Emergency Transportation Authority and the Alameda-Contra Costa Transit District, assistance with the formation of the TITMA, as well as ongoing support of TIDA staff in transportation related matters.

RECOMMENDATION

In furtherance of the transportation related elements of the Project, TIDA staff recommend approval of the Memorandum of Agreement between TIDA and the San Francisco County Transportation Authority.

EXHIBITS

- A Memorandum of Agreement



MEMORANDUM OF AGREEMENT # 11/12-03

for

Early Stage Implementation Support for the Treasure Island Transportation Implementation Plan

THIS AGREEMENT is made and shall be effective on the 1st day of July, 2011, by and between the San Francisco County Transportation Authority (the Authority), and the Treasure Island Development Authority (TIDA), referred to collectively as Parties or individually as Party.

RECITALS

- A. The Authority has been designated as the Congestion Management Agency for the City and County of San Francisco (the City) under State law. In this capacity, the Authority has a wide range of responsibilities that includes preparing the long-range Countywide Transportation Plan, prioritizing state and federal transportation funds designated for San Francisco, and developing and operating a computerized travel demand forecasting model.
- B. TIDA has been designated a community redevelopment agency under the California Community Redevelopment Law (CRL) (Sections 33000 et. seq. of the California Health and Safety Code) and is the local reuse authority for purposes of the redevelopment and conversion of former Naval Station Treasure Island (NSTI) to productive civilian uses, including portions of Yerba Buena Island (YBI).
- C. While TIDA has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under CRL in connection with this Agreement or the reuse and development of NSTI.
- D. In June 2010, the Planning Commission and TIDA jointly certified the Final Environmental Impact Report for the Treasure Island/Yerba Buena Island Development Project, and in addition the Board of Supervisors approved a Disposition and Development Agreement (DDA) between TIDA and Treasure Island Community Development, LLC (TICD), and approved a Transportation Implementation Plan (TIP).
- E. TIDA desires to engage planning and engineering services and obligations pursuant to the DDA, including the formation of the Treasure Island Transportation Management Authority (TITMA), as contemplated in the TIP and authorized by State legislation, and finalizing agreements with various local, regional and state agencies regarding transit services and transportation demand management programs to support the development.
- F. TIDA has asked the Authority, in its capacity as the City's Congestion Management Agency, to procure a transportation consultant to support the early stage implementation of the Treasure Island Transportation Implementation Plan, and related documents.

- G. This Agreement sets forth certain rights and obligations of the Authority and TIDA with respect to the Treasure Island Transportation project.

AGREEMENT

The Parties agree to the following:

1. **Agreement Purpose.** The purpose of this Agreement is to outline roles and responsibilities of the Authority and TIDA with respect to the administration and funding of the consultant contract for the planning and engineering services for the Treasure Island Transportation project.
 - a. **Authority:**
 - i. Procure the project consultant contract for TIDA to complete the scope of work outlined in Appendix A.
 - ii. Administer the consultant contract, which primarily entails administrative oversight and payment of invoices after they have been approved by the TIDA.
 - iii. Submit invoices to TIDA on a quarterly basis for payment for the scope of work outlined in Appendix A, in a total amount not to exceed forty-six thousand dollars (\$46,000).
 - iv. Allocate Authority staff resources, including an Authority project manager, in a manner sufficient to complete the project within the proposed timeframe.
 - b. **TIDA:**
 - i. Support the Authority in the process for the review and approval for the consultant contract administered by the Authority.
 - ii. Direct and manage the consultant contract entered into and administered by the Authority on a day-to-day basis, guide and manage the project, provide direction to the consultant, have primary responsibility to determine adequacy of consultant deliverables, and review and approve all consultant invoices.
 - iii. Reimburse the Authority's actual costs of consultant fees associated with this effort, consistent with the scope of work outlined in Appendix A, in a total amount not to exceed forty-six thousand dollars (\$46,000). TIDA agrees to provide payment to the Authority within 30 days from receipt of invoice, subject to review and acceptance of deliverables.
 - iv. Allocate TIDA staff resources, including a dedicated project manager, in a manner sufficient to complete the project within the proposed timeframe.
2. **Scope and Budget.** This Agreement is limited to the "Description of Services" set forth in Appendix A, attached hereto and incorporated by reference as though fully set forth. The breakdown of costs associated with this Agreement appears in Appendix B, "Project Budget," attached hereto and incorporated by reference as though fully set forth.

3. **Term.** The term of this Agreement shall be from July 1, 2011 to June 30, 2012. TIDA and the Authority shall not incur expenses beyond June 30, 2012. Time extensions shall be by amendment to this Agreement and by mutual agreement between the Parties.

4. **Indemnification:**

- a. TIDA shall indemnify, defend, and hold harmless the Authority, its Commissioners, representatives, agents or employees from and against all claim, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of TIDA, its officers, employees or agents in connection with this Agreement.
- b. The Authority shall indemnify, defend, and hold harmless TIDA, its Commissioners, representatives, agents or employees from and against all claim, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the Authority, its officers, employees or agents in connection with this Agreement.

5. **Notices:** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: **Ms. Cynthia Fong**
Deputy Director for Finance and Administration
San Francisco County Transportation Authority
100 Van Ness Avenue, 26th Floor
San Francisco, California 94102
Phone: (415) 522-4800
Fax: (415) 522-4829
E-mail: cynthia.fong@sfcta.org

To TIDA: **Michael Tymoff**
Project Director
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Phone: (415) 554-7038
Fax: (415) 554-4565
E-mail: michael.tymoff@sfgov.org

Any notice of default must be sent by registered mail.

6. **Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
7. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

8. **Audit and Inspection of Records.** The Parties agree to maintain and make available to the each other, during regular business hours, accurate books and accounting records relating to their work under this Agreement and the work of any third parties performing work on the Project. The Parties will permit each other to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years after the Authority receives final payment from the State. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Parties by this Section.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT on the date set forth above:

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Recommended by:

Recommended by:

Cynthia Fong
Deputy Director for Finance and Administration
San Francisco County Transportation Authority

Michael Tymoff
Project Director
Office of Economic & Workforce Development

Approved by:

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

José Luis Moscovich
Executive Director
San Francisco County Transportation Authority

Deputy City Attorney

APPENDICES

Appendix A: Description of Services

Appendix B: Project Budget

Appendix A

Description of Services

At the request of the Treasure Island Development Authority (TIDA), the Authority shall contract with Nelson\Nygaard Consulting Associates (Contractor) to perform the following tasks in order to support the early stage implementation activities of the Treasure Island Transportation Implementation Plan, and related documents:

Task 1: Complete MOU Agreements with Transit Operators

Contractor shall support the work of the City and County of San Francisco (City) and TIDA team working with the transit operators for Treasure Island who will work under an MOU agreement (AC Transit and WETA). Contractor shall assist in the preparation of agreements, negotiate with the transit operators and refine the transit operating plans as necessary to achieve consensus.

Task 2: TITMA Formation Support

Contractor shall support the work of the City team (including SFCTA) in the formation of the TITMA. Assistance will include best practice research, cost estimating and program development, and drafting of an MOU or other agreements necessary to launch the TITMA.

Task 3: SFMTA/TIDA Support

Contractor shall provide basic on-going support for implementation of SFMTA programs on Treasure Island, including both transit and parking services.

Task 4: Contingency and Additional Support

As the Treasure Island development moves through the approval process and onto implementation, Contractor shall provide support for implementation of the transportation plan on the island. Contractor shall continue to serve as a resource for the City as the program moves toward implementation.

Appendix B
Project Budget

Task	B. Nelson	E. Ehlers	Total Hours	Total Cost
Billing Rate	\$222	\$97		
1. <i>Complete MOU Agreements</i>	40	40	80	\$12,760
2. <i>TTTMA Formation Assistance</i>	40	24	64	\$11,208
3. <i>SFMTA/TDA Support</i>	40		40	\$8,880
4. <i>Contingency and Additional Support</i>	40	40	80	\$12,760
Total Hours	160	104	264	
Total Cost	\$35,520	\$10,088		\$45,608
Total Cost (Rounded)				\$46,000

RESOLUTION NO.

[Agreement with the San Francisco County Transportation Authority for Project Management Services and Consultant Services]

Resolution Retroactively Authorizing a Memorandum of Agreement with the San Francisco County Transportation Authority for Project Management Services and Consultant Services for Early Stage Implementation of the Treasure Island Transportation Implementation Plan in an Amount Not to Exceed \$46,000.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

1 CERTIFICATE OF SECRETARY

2
3 I hereby certify that I am the duly elected and acting Secretary of the Treasure
4 Island Development Authority, a California nonprofit public benefit corporation, and
5 that the above Resolution was duly adopted and approved by the Board of Directors of
6 the Authority at a properly noticed meeting on September 14, 2011.
7

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9 Jean-Paul Samaha, Secretary
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1 CERTIFICATE OF SECRETARY

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9 Jean-Paul Samaha, Secretary
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1 [Establishing an Ad Hoc Nominating Committee.]

2 **Resolution Establishing an Ad Hoc Nominating Committee, Consisting of Three**
3 **Members of the Treasure Island Development Authority ("TIDA") Board of Directors**
4 **Appointed by the President, to Nominate Members of the TIDA Board to Serve as**
5 **Officers of the TIDA Board in Accordance With the TIDA Bylaws**

6 WHEREAS, Under the TIDA Bylaws, officers of the TIDA Board of Directors (the
7 "Board") are to be chosen annually; and,

8 WHEREAS, The TIDA Bylaws allow the Board to create one or more committees
9 consisting of two or more Directors to serve at the pleasure of the Board; and,

10 WHEREAS, The Board wishes to establish an ad hoc nominating committee to
11 recommend for the Board's approval Directors to serve as officers of the Board for the next
12 year; and,

13 WHEREAS, The Board wishes to create an ad hoc nominating committee consisting of
14 three Directors; now, therefore, be it

15 RESOLVED, That the Board hereby establishes an ad hoc nominating committee
16 comprised of three Directors; and, be it

17 FURTHER RESOLVED, That such nominating committee shall nominate Directors as
18 candidates for the Board's consideration and election at a subsequent meeting of the Board,
19 to serve as President, Vice President, Secretary, and Chief Financial Officer of the Board for
20 the twelve (12) month period beginning October 1, 2011 and ending on September 30, 2012;
21 and, be it

22 FURTHER RESOLVED, That the Board hereby urges any Directors who are interested in
23 serving as an officer of the Board to submit their names to the Director of Island Operations
24 for forwarding to the nominating committee for consideration; and, be it
25

1 FURTHER RESOLVED, That the Board recommends and urges the Director of Island
2 Operations to work with the members of the ad hoc nominating committee to establish a
3 meeting date, time, and place in accordance with the San Francisco Sunshine Ordinance and
4 the Ralph M. Brown Act at which meeting the ad hoc nominating committee will determine by
5 vote of the members of the ad hoc nominating committee which Directors to nominate as
6 officers of the Board as described hereinabove; and be it
7 FURTHER RESOLVED, That upon the Board's election of officers in accordance with
8 the TIDA Bylaws, the ad hoc nominating committee shall cease to exist.

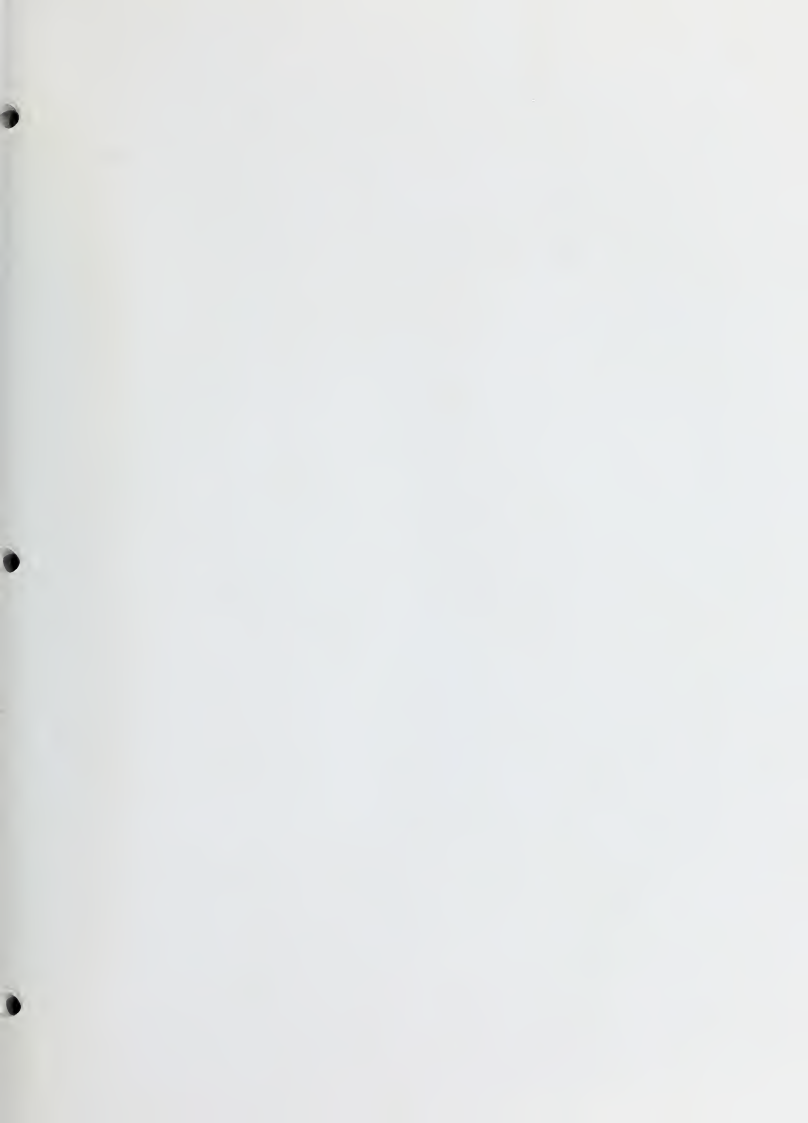
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10 **CERTIFICATE OF SECRETARY**

11
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13 Island Development Authority, a California nonprofit public benefit corporation, and
14 that the above Resolution was duly adopted and approved by the Board of Directors of
15 the Authority at a properly noticed meeting on September 14, 2011.
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18 _____
19 Jean-Paul Samaha, Secretary
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DRAFT Minutes of Special Meeting- Item 6 (a)
Treasure Island Development Authority
September 14, 2011

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

GOVERNMENT
DOCUMENTS DEPT

OCT - 7 2011

SAN FRANCISCO
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1. Call to Order 1:38 PM

Present

Claudine Cheng, *President*
Larry Del Carlo
Mark Dunlop
John Elberling, *Chief Financial Officer (1:42pm)*
Linda Richardson

Excused

Supervisor Jane Kim, *Ex-Officio*
Jean-Paul Samaha, *Secretary/Vice-President*
Larry Mazzola, Jr.

2. General Public Comment

There was no general public comment.

3a. Directors Report

Mirian Saez, Director of Island Operations, welcomed newest member of TIDA staff, Jack Nathanson who is now responsible for special events on Island. Discussed public safety and reported crime stats. No burglaries reported June through August. Traditionally there is an increase of burglaries during summer months. National Night Out resulted in over 100 residents participating and mingling with southern station police officers. Emergency Preparedness tabletop exercise was discussed. Ms. Saez pointed out memos addressing Director Elberling's inquiry from a previous meeting regarding on-Island cell phone reception, Direct Dunlop's inquiry regarding green bin locations and a residents concern regarding YMCA's gym cleanliness. Quality of life: Reviewed JSCO's improvement projects including the completed resurfacing project. PUC installed and/or upgraded 13 lights. Leasing activities: No new subleases signed for June. However \$137k was generated towards income from film and special events/street closure permits which put TIDA on target for revenue goal. Treasure Island participation in the SF Susan G. Komen Walk For the Cure discussed. Discussed Pan Pacific Voyage, Electric Vehicle program and YMCA sponsored summer skate board lessons. Metallica completed their Hanger 3 tenancy this month. Upcoming events: 7th Annual Dragon Festival, 4th Annual Musical Festival, 3rd Annual TI Wine Festival. Future meeting dates reviewed including on-Island meeting on November 16th. Future agenda items discussed. In response to an inquiry made by Director Elberling, Ms. Saez pointed to staff memo which states that T-Mobile will provide a signal assessment report. Once completed, staff

will provide information regarding other cell phone providers signal availability. In response to an inquiry from Director Elberling regarding the summers low burglary rate, Ms. Saez stated that the Good Neighbors' Ounce of Prevention campaign coupled with housing providers security patrol proved successful.
No public comment.

3b. Report by Office of Economic & Workforce Development

Michael Tymoff, OEWD, gave a report relating to staffing and development activities. Mr. Tymoff has taken Mr. Hillis' position as his position as director of development since his departure in August. Jon Yolles will be moving to Mayor's Office of Housing at the end of month. Kelly Pretzer who handled project entitlements will be taking lead project manager position. Matthew Kruczynski has joined in an administrative capacity and will be staffing CAB meetings. Mr. Tymoff reviewed Development Planning Schedule hand out. Anticipate first parcel of land will be transferred in January 2012 with FOST transfer happening in summer 2012. CEQA lawsuit: settlement conference scheduled for next September 19, 2011. The briefing schedule will be set during the settlement conference. Mr. Tymoff will update the TIDA Board in October. Transition Plan: Working on issuing RFP/RFQ for consultant to develop a transition plan. Anticipate awarding contract in November/December of 2011. Conversations around future of redevelopment are uncertain at this time. Agnostic as to what appropriate public financing vehicle will allow project to be returned to 30% affordable housing goal. Utilities transfer, Trust Exchange and Grant requirements discussed. MOU's for transit service to east bay may be in front of the board in December. YBI Ramps project discussed: preliminary and design are at 65% completion, EIR and EIS will be certified later this month. Marina DDA discussed: term sheet updated, execute DDA in first quarter of next year.

In response to an inquiry by Director Cheng, Mr. Tymoff noted two grant applications from FEMA as sea-level rise and transportation infrastructure improvements are eligible. In response to an inquiry by Director Elberling relating to when YBI resident have to move, Mr. Tymoff stated that date has not been scheduled as it is a part of the implementation plan which is in the RFP phase. May be in front of Board with a sense of the schedule early next year. Tymoff added that planning of an MOA between SFCTA and TIDA to form the TITMA will be in front of board for comment next month. Elberling made comment regarding Redevelopment vs. IFDs noting the importance of reaching 30% affordable housing goal.

Mr. Tymoff reviewed notable deadlines: based on current staffing capacity the EDC MOA will be executed in December; TICD will file applications for BCDC in December and a draft implementation plan will be presented to the board and at on-Island Community meetings giving residents ample notice of transition timeline.

Ms. Saez noted that Jim Sullivan is scheduled to present to the Board in December regarding Navy remediation, but TIDA will consider requesting him to come to November on-island meeting. Navy Remediation meeting is scheduled for September 27, 2011 for Island residents.

Director Del Carlo noted that it is difficult to accept we had to reduce affordable housing level.

No public comment.

3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)
There was no Report from the Citizen's Advisory Board.
There was no public comment on the Citizen Advisory Board report.

4. Communications

There was no discussion of the Communications by Directors.

There was no public comment on the Communications item.

5. Ongoing Business by Board of Directors

No on-going business was discussed by Directors.

There was no public comment on the item.

6. Consent Agenda

- a. Approving the minutes of the June 22, 2011 Special Meeting and August 29, 2011 Special Meeting.
- b. Authorizing Retroactive Film Production Use Permit, Including Waiver of Permit Fees, with Knife Fight LLC
- c. Authorizing Loan Agreement with CAAM for the Temporary Loan of the Miguel Covarrubias Murals "Peoples of the Pacific"
- d. Accepting SF BOS Authorization to Make Appropriate Arrangement for the Handling and Storage of a Portion of the Treasure Island Museum Collection
- e. Approving and Authorizing the Execution of a Second Amendment to Sublease with Swords to Plowshares, Inc.
- f. Authorizing the Execution of a Third Amendment to Sublease with Haight Ashbury Free Clinics, Inc., dba Haight Ashbury Free Clinics - Walden House
- g. Authorizing Retroactive Use Permit, including waiver of Permit Fees for street closures for San Francisco Gaelic Athletic Association
- h. Authorizing Retroactive Use Permit, including waiver of Permit Fees for street closures, with SFGG Rugby Foundation Inc.
- i. Authorizing a Tenth Amendment to the Contract with Economic and Planning Systems
- j. Authorizing a Third Amendment to the Contract with URS
- k. Authorizing a Ninth Amendment to the Contract with Seifel Consulting Inc.
- l. Authorizing a Memorandum of Agreement with the SFCTA for Planning and Engineering Services and Obligations

Director Richardson motioned for approval.

Director Dunlop seconded.

The items were approved unanimously.

7. Resolution Establishing an Ad Hoc Nominating Committee

President Cheng nominated Director Dunlop to Chair the Ad Hoc nominating committee.

Director Elberling declined President Cheng's nomination to sit on the committee.

President Cheng then nominated Director Del Carlo and Director Richardson.

Director Elberling motioned to approve.

Director Del Carlo seconded the motion.
The Board unanimously approved the Ad Hoc nominating committee.
No public comment.

8. John Stewart Company Capital Improvements Informational Presentation
Ned York, Assistant Vice President of John Stewart Company (JSCO), was asked by Director of Island Operations to update on progress and status of capital expenditure program. JSCO on-Island history discussed. There are 498 units on TI, 80 units on YBI, 20 buildings on YBI, 86 buildings on TI. Mr. York showed examples of typical units on TI and YBI. Reviewed factors that are required for determining capital expenditure project: identifying major components, determining useful life, assigning unit costs, analyzing current conditions, budgeting for future replacement. 2011 we can now see results of investments in nine identified components including roof, gutters, downspouts, window, sliding glass door, fences, exterior paintings, hot water heaters and furnaces. \$950K spent since project started. Expenditure breakdown discussed. \$1.9 million will be needed for next 6-7 years in order to extend useful life of property. Anticipated capital expenditures discussed. Mr. York noted that JSCO's main function is to ensure residential satisfaction, lease compliance, maintain housing stock in safe/sanitary way and maximize income distribution for TIDA. Mr. York clarified that industry standards set useful life parameters.

In response to an inquiry from Director Del Carlo, Mr. York stated that JSCO has not done a comprehensive needs assessment/reserve expenditure analysis but instead looked at major components based on historical experience on the property. Ms. Saez stated that the purpose is to inform newer members of group and to understand that we recognize the cycle and planning that needs to take place and remain good stewards with budget and needs of housing.

Director Elberling requested that JSCO be proactive about presenting to island residents. Director Del Carlo requested to see a list of which contractors have been used and where they are from. Mr. York will make available at future meeting
Public Comment: Sherry Williams, TIHDI, address Del Carlo's request stating that Mr. York is not a part of construction management. When JSCO was selected to be property manager in 1999 they had to put together a hiring program to go through TIHDI work initiative which included a very extensive plan for laborer selection through TIHDI. JSCO exceeded the 25% TIHDI job broker program requirement when hiring laborers for the capital improvements. JSCO also does a lot of in-house work with their maintenance crews and continues to work with economic disadvantage/homeless San Franciscans.

9. Discussion of Future Agenda Items by Directors

Director Richardson stated she would like to see the TIDA website updated. Jon Yolles, OEWD, noted that JSCO also utilizes Job Corps training program for minor maintenance needs. Mr. Yolles then thanked and bid farewell to the Board, OEWD and TIDA staff, Sherry Williams with TIHDI and Wilhelmina Parker with Job Corp as he has accepted a position with Mayor's Office of Housing.

10. Possible Closed Session

There was no Public Comment on the possible Closed Session.

Director Del Carlo motioned to move to Closed Session.

Director Elberling seconded the motion.

The Board moved to Closed Session at 3:16PM.

Closed Session Attendees:

Mirian Saez, Director of Island Operations

Asja Steeves, Commission Secretary

Michael Tymoff, Office of Economic and Workforce Development

Kelly Pretzer, Office of Economic and Workforce Development

John Yolles, Office of Economic and Workforce Development

Matthew Kruczynski, Office of Economic and Workforce Development

Eileen Malley, Office of the City Attorney

Andrea Ruiz-Esquide, Office of the City Attorney

John Malamut, Office of the City Attorney

The Authority Board re-convened in Open Session at 3:37PM.

Director Richardson motioned not to disclose the Closed Session.

Director Elberling seconded the motion.

The Board unanimously approved not to disclose the Closed Session.

11. Adjourn

The meeting was adjourned at 3:40 p.m.



TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

October 12, 2011 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

DIRECTORS

Claudine Cheng, *President*
Mark Dunlop
Larry Mazzola, Jr.
Jean-Paul Samaha, VP

Larry Del Carlo
John Elberling, *CFO*
Linda Richardson
Hon. Jane Kim (*Ex-Officio*)

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call

2. General Public Comment (Discussion Item) This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda.***
Estimated Length of Item: 10 minutes

3. Reports

a. Report by Director of Island Operations (Discussion Item)

This item is to allow the Director of Island Operations to report on staff activities, on-island events and to make announcements.

Estimated Length of Item: 10 minutes

b. Report by Office of Economic & Workforce Development (Discussion Item)

This item is to allow the Office of Economic & Workforce Development to report on activities related to the transfer and development of former Naval Station Treasure Island.

170-07-11P03:14 PWD

GOVERNMENT
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Estimated Length of Item: 10 minutes

- c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)
This item is to allow the Treasure Island/Yerba Buena Island Citizen Advisory Board to report on activity at recent meetings of the Citizen Advisory Board.

Estimated Length of Item: 10 Minutes

4. Communications (Discussion Item)

Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors (Discussion Item)

Estimated Length of Item: 5 Minutes

6. CONSENT AGENDA

Estimated Length of Item: 5 minutes (*Action Item*)

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

- a. Approving the minutes of the September 14, 2011 Regular Meeting.
- b. Resolution Approving and Authorizing Changes to the Interim Subleasing Policy and Adoption of Fiscal Year 2011/12 Minimum Monthly Rental Rate Schedule.
- c. Resolution Authorizing the Director of Island Operations to Retroactively Execute a First Amendment to the Use Permit for Installation and Display of Public Art with the Black Rock Arts Foundation, a Nevada Non-Profit Corporation, and Marco Cochrane Sculpture Inc., a California Corporation to extend the Term.
- d. Resolution Authorizing the Thirty Sixth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to amend the Premises to add Building 449.
- e. Resolution retroactively approving the Eighth Amendment to the Exclusive Negotiating Agreement with Treasure Island Enterprises, LLC, to extend the time for exclusive negotiations for the development of the Treasure Island Marina.
7. Resolution Approving the Election of Officers of the Treasure Island Development Authority, as Nominated by the Ad Hoc Nomination Committee, to Serve an Annual Term of Office Retroactively Commencing October 1, 2011 and Ending September 30, 2012. (*Action Item*)
8. Resolution Approving a Memorandum of Agreement Between the Treasure Island Development Authority and the San Francisco County Transportation Authority and Authorizing the Treasure Island Project Director to Negotiate Initial Operating Contracts and Develop Formation Documents for the Treasure Island Mobility Management Agency. (*Action Item*)
Estimated length of Item: 15 Minutes

9. Informational Presentation regarding Treasure Island and Yerba Buena Island Parking Rules, Regulations and Prohibitions. (Discussion Item)
Estimated length of Item: 5 Minutes

10. Discussion of Future Agenda Items by Directors (Discussion Item)
Estimated Length of Item: 5 Minutes

11. POSSIBLE CLOSED SESSION

If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting

- a. Public comment on all items relating to closed session
- b. Vote on whether to hold closed session to confer with real property negotiators regarding real property negotiations. (Action item)

1). CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Persons negotiating for the Authority: Mirian Saez

Persons negotiating with the Authority: The John Stewart Company

Property: Former Naval Station Treasure Island

Under Negotiation:

Price: _____ Terms of payment: _____ Both: X

- c. Reconvene in open session (Action item)
 - i. Possible report on action taken in closed session under Agenda Item 11 (Government Code section 54957.1(a) (1) and San Francisco Administrative Code Section 67.12(a))
 - ii. Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12(a)).

12. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at sotf@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>








CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Mirian Saez
From: Marianne Mazzucco Thompson 
Date: August 31, 2011
Re: Street Light Installation at the Ship Shape

On February 16, 2011, the Treasure Island Development Authority (TIDA) Director of Island Operations met with Island residents to gather input on the TIDA 2011-2012 Budget, particularly input on quality of life issues of importance to the residents. During this meeting residents requested street lights be placed at the Ship Shape to improve public safety along the walk from the residential area to the community center.

On Thursday, August 31, 2011 the Public Utilities Commission (PUC) completed the following repairs and upgrades to street lighting and associated infrastructure in the community hub area.

- Placed an arm and light fixture on an existing pole in front of the TI playground
 - Upgraded one light fixture on E Street, near the Boys and Girls Club
 - Upgraded two light fixtures along 13th street near the Boys and Girls Club and the athletic fields
 - Upgraded three light fixtures along Avenue H, the bus stop and the walkway to the Ship Shape
 - Added three arms and lights to existing poles along Avenue H and 11th Street, near the Ship Shape and the gymnasium
 - Added two new poles, arms and light fixtures to Avenue M between 9th street and 11th street, behind the Ship Shape
-



City and County of San Francisco
Department of the Environment
11 Grove Street
San Francisco, California 94102

Agreement between the City and County of San Francisco and
the Treasure Island Development Authority

This Agreement is made between the Treasure Island Development Authority ("TIDA") and the City and County of San Francisco, a municipal corporation, hereinafter referred to as ("City,"), acting by and through its Department of the Environment ("SFE"), and is dated, for purposes of reference only, September 1, 2011.

Recitals

WHEREAS, The City has been awarded 15 electric vehicle chargers ("EV Chargers") for public use under Coulomb Technologies' ChargePoint America program; and,

WHEREAS, TIDA desires to have three EV Chargers installed on Treasure Island to promote the use of electric vehicles there and to help protect the environment; and,

WHEREAS, TIDA has agreed to pay for certain costs of installing and operating the EV Chargers on Treasure Island, and to be responsible for the ongoing operation and maintenance of the equipment, and to cooperate in the City's overall electric vehicle assessment program; and,

WHEREAS, The City has determined that installation of the three EV Chargers on Treasure Island will serve the public, enhance the City's overall electric vehicle program, and help protect the environment;

NOW, THEREFORE, the Parties agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be from the Effective Date to December 31, 2013.
- 2. Effective Date of Agreement.** This Agreement shall become effective when both TIDA and SFE have signed the Agreement.
- 3. Services Provided by City.** SFE agrees to perform the services provided for in Appendix A, "Description of Services by City," attached hereto and incorporated by reference as though fully set forth herein.
- 4. Services Provided by TIDA.** TIDA agrees to perform the services provided for in Appendix B, "Description of Services by TIDA," attached hereto and incorporated by reference as though fully set forth herein.
- 5. Scope of Agreement.** The purpose of this Agreement is to outline the respective roles and responsibilities of TIDA and the City regarding the provision, installation, and operation of the three EV Chargers on Treasure Island. Except as specifically provided in this Agreement,

neither Party assumes any other duty or obligation to the other, including any obligation to provide other funding or reimbursement.

6. **Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of TIDA.

7. **Insurance Waived.**

8. **Mutual Indemnification.** TIDA agrees to defend, indemnify and hold harmless the City and County of San Francisco, its officers, employees and agents, from any and all acts, claims liabilities and losses by whomever asserted, arising out of acts or omissions of Contractor in the performance of the scope of work except those arising by reason of the negligence of the City and County of San Francisco, its officers, employees and agents.

City and County of San Francisco agrees to defend, indemnify and hold harmless TIDA, its officers, employees and agents, from any and all acts, claims, liabilities and losses by whomever asserted arising out of acts or omissions of the City and County of San Francisco in its obligations under this agreement except those arising by reason of the negligence of contractor, its officers, employees and agents.

In the event of concurrent negligence of City, its officers, employees and agents, and TIDA and its officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

9. **Extent of City's Liability.** Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, arising out of or in connection with this Agreement or the services performed in connection with this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

10. **Default; Remedies.** If TIDA fails or refuses to perform or observe any term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to TIDA, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

11. **Mutual Termination for Convenience.** City and TIDA shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving TIDA written notice of termination. TIDA shall exercise this option by giving TIDA written notice of termination. The notice shall specify the date on which termination shall become effective. Upon receipt of the notice, TIDA or City shall commence and perform, with diligence, all actions necessary on the part of TIDA or City to effect the termination of this Agreement on the date specified by City or TIDA and to minimize the liability of TIDA and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City or TIDA. Such actions shall include, without limitation, halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City or TIDA.

12. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 6. Taxes | 19. Modification of Agreement |
| 7. Insurance | 20. Agreement Made in California; Venue |
| 8. Indemnification | 21. Construction |
| 9. Extent of City's Liability | 22. Entire Agreement |
| 14. Proprietary or confidential information of City | 23. Severability |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 1, this Agreement shall terminate and be of no further force or effect. TIDA shall deliver in the manner, at the times, and to the extent, if any, directed by City, the subject EV Chargers and any related materials or equipment supplied to TIDA by City in connection with this Agreement. This subsection shall survive termination of this Agreement.

13. Conflict of Interest. Through its execution of this Agreement, TIDA acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

14. Proprietary or Confidential Information of City. TIDA understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, TIDA may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. TIDA agrees that all information disclosed by City to TIDA shall be held in confidence and used only in performance of the Agreement. TIDA shall exercise the same standard of care to protect such information as a reasonably prudent TIDA would use to protect its own proprietary data.

15. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Bob Hayden
 Department of the Environment
 City and County of San Francisco
 11 Grove Street, San Francisco, CA 94102
 415-355-3740
 bob.hayden@sfgov.org

To TIDA: Treasure Island Development Authority
 Mirian Saez, Director of Island Operations
 One Avenue of Palms, Second Floor

Treasure Island
San Francisco, CA 94130
415-274-0299 – fax
Mirian.Saez@sfgov.org

Any notice of default must be sent by registered mail.

16. Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

17. Compliance with Americans with Disabilities Act. TIDA acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a TIDA, must be accessible to the disabled public. TIDA shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. TIDA agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of TIDA, its employees, agents or assigns will constitute a material breach of this Agreement.

18. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), this Agreement will be made available to the public upon request.

19. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

20. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

21. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

22. Entire Agreement. This document sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 19, "Modification of Agreement."

23. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

24. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no

presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

[Remainder of page deliberately left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Melanie Nutter
Director
San Francisco Department of the
Environment

Mirian Saez
Director of Island Operations
Treasure Island Development Authority

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Thomas J. Owen
Deputy City Attorney

Appendices

- A: Description of Services by City
- B: Description of Services by TIDA
- C: Waiver of Insurance

Appendix A

Description of Services by City

1. SFE will provide TIDA with 3 EV Chargers as part of Coulomb Technologies' ChargePoint America grant award to City, including warranties in effect through December 31, 2013 and network services through December 31, 2013. These Chargers will remain the property of the City and charging services using this equipment will be available to the general public without cost through at least December 31, 2013, and thereafter will conform with City policy regarding any fee-for-use of public EV Chargers
2. SFE will coordinate installation of the Chargers, including scheduling, with TIDA, San Francisco Public Utilities Commission (SFPUC) and San Francisco Department of Public Works (SFPDW). TIDA will reimburse SFPUC and SFPDW in a timely manner for any direct costs of installation.
3. SFE will assist TIDA and San Francisco Municipal Transportation Agency (SFMTA) in the development and installation of appropriate signage for the Chargers.
4. SFE will assist TIDA and the Mayor's Office on Disability to ensure that the installation and operation of the Chargers comply with Americans with Disabilities Act (ADA) requirements.
5. SFE will serve as the administrative lead for implementing the agreements and warranties associated with the ChargePoint America EV Charger program.
6. SFE submit to Coulomb Technologies documentation of installation costs (labor and material) as provided by TIDA and departments involved with the installation.
7. SFE will provide TIDA with access to network data related to the use and operations of the Chargers, as provided by the Network Service Agreement with the supplier, through December 31, 2013.
8. SFE will coordinate the program evaluation and planning process for the EV Charger program.

Appendix B
Description of Services by TIDA

1. TIDA will allow the installation by the City of the three EV Chargers in the surface parking lot on Treasure Island which is adjacent to the Treasure Island Bar & Grill located at 60 Clipper Cove Way.
2. TIDA will reimburse City for the costs of installing the Chargers, for an amount not to exceed Ten Thousand Dollars (\$10,000), including, but not limited to, the costs of: permits and waivers, site preparation, installation materials, installation labor, signage, and inspection.
3. TIDA will provide SFE with confirmation of installation cost information described above for submission to Coulomb Technologies, and/or to be used, if appropriate, as a local matching contribution for EV grant programs.
4. TIDA will ensure that the Chargers are made available to the general public and at no cost to users through at least December 31, 2013, and thereafter will conform with City policy regarding any fee-for-use of public EV Chargers
5. TIDA will carry out ordinary maintenance and operating duties for the Chargers (other than maintenance covered by warranty), such as removal of graffiti and repair of minor vandalism, as directed by SFE.
6. TIDA will pay for the electricity used to operate the Chargers through December 31, 2013.
7. TIDA will provide and maintain appropriate EV signage and markings for the parking spaces where the Chargers are located.
8. TIDA will comply with SFE protocols and procedures for any warranty-related issues.
9. TIDA will cooperate with City's program evaluation and planning process, as directed by SFE.

Appendix C
Waiver of Insurance

From: Stacey.Camillo@sfgov.org [mailto:Stacey.Camillo@sfgov.org]
Sent: Thursday, September 29, 2011 4:26 PM
To: Hayden, Bob; Summerville, Peter
Subject: Treasure Island Development Authority - Electric Vehicle MOU

Peter and Bob,

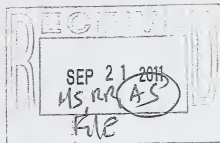
Risk Management supports the department's decision to waive all the insurance requirements applicable to the electric vehicle memorandum of understanding between the Treasure Island Development Authority and the City and County of San Francisco through the Department of the Environment.

Best regards,

*Stacey Camillo, Deputy Director
Risk Management Division
City & County of San Francisco
25 Van Ness Avenue, Ste 750
San Francisco, CA 94102*

*415-554-2305 Direct
415-554-2300 Main Office
415-554-2357 Fax*





MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCO Ned York, JSCO
John Stewart, JSCO Loren Sanborn, JSCO Connie Le, JSCO
Paula Schlunegger, JSCO Lynny Lee, JSCO

From: Michael Smith-Heimer *[Signature]*

Date: September 20, 2011

Subject: Percentage Rent for Treasure Island Housing Project Sublease for August 2011

Enclosed is our payment of Percentage Rent in the amount of \$355,389 for the August period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of August 2011, Actual Total Revenues were slightly over Budgeted Total Revenues (.22%) while Actual Total Operating Expenses were below Budgeted Total Operating Expenses by about 12.6%. The result was that Funds Available for Distribution were above budget by about 21.35%.

Calculation of Percentage Rent

Based on operations, a total of \$374,094 in adjusted Gross Revenues after costs of operations are available for distribution for the August period. These revenues are distributed as follows:

<u>August 2011 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$374,094	\$308,275
Percentage rent for TIDA	\$355,389	\$292,861
Percentage rent for JSCO	\$18,705	\$15,414

This percentage rent breakdown reflects the current year split by TIDA/JSCO. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

COMPARISON TO BUDGET August 2011

	August				YEAR TO DATE			
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Total Revenue	816,601	814,828	1,773	0.22%	6,818,396	6,518,624	299,772	4.60%
Marketing	678	9,565	(8,887)	-92.91%	19,736	76,520	(56,784)	-74.21%
Administrative	66,650	74,998	(8,348)	-11.13%	537,809	599,994	(62,175)	-10.36%
Utilities	115,744	117,030	(1,286)	-1.10%	937,184	936,240	944	0.10%
O&M	146,155	167,109	(20,954)	-12.54%	1,312,146	1,336,672	(24,726)	-1.85%
EOY Reconciliation								
Tax Ins (inc. community room and finance exp)	38,955	34,550	4,405	12.75%	275,141	276,400	(1,259)	-0.46%
Rent	48,752	48,301	451	0.93%	387,054	386,408	646	0.17%
Reserves								
Replacement (excl. anticipated draw)	25,573	55,000	(29,428)	-53.50%	328,093	440,000	(111,907)	-25.43%
Total Expenses	442,506	508,553	(64,047)	-12.64%	3,797,163	4,052,424	(255,261)	-6.30%
Available for Distribution	374,094	308,275	65,819	21.35%	3,021,233	2,466,200	555,033	22.51%
Available for Distribution	374,094	308,275	65,819	21.35%	3,021,233	2,466,200	555,033	22.51%
TIDA	355,389	292,861	62,528	21.35%	2,870,171	2,342,890	527,281	22.51%
JSCo	18,705	15,414	3,290	21.35%	151,062	123,310	27,751	22.50%

DRAW	Draw 139	Draw 140	Draw 141	Draw 142	Draw 143	Draw 144	Draw 148	Draw 149	Draw 150	Draw 151
Units ready for occupancy at beginning of month	578	578	578	578	578	578	578	578	578	578
Units ready for occupancy at end of month	438	484	423	425	421	417	410	405	398	394
Aggregate Units Leased and Occupied during month										
Average Unit Rent										
6542 Reprint Contract										
6543 Plumbing Maintenance (includes \$618 EOY adjustment in December, 2004)										
6544 Electric Maintenance	3,234	1,162	3,257	1,288	7,316	1,278	2,100	30,808	3,100	6,150
6545 Heating and Cooling (includes \$201 EOY adjustment in December, 2004)	2,852	1,091	6,375	1,119	1,483	0	0	5,724	0	1,750
6546 Heating and Cooling (includes \$201 EOY adjustment in December, 2004)	0	151	0	1,828	2,117	2,085	0	0	0	0
6548 Payroll Environmental	0	0	0	1,225	0	0	0	0	0	0
6549 Payroll Environmental	0	0	0	115	0	0	0	0	0	0
6553 Appliance Repairs	0	59	190	0	0	0	796	0	0	0
6554 Windows Repairs										
6555 Windows Repairs										
6560 Painting and Decorating (includes \$48 for August 2007)	2,204	1,699	273	11,732	0	0	0	2,716	1,342	2,209
6562 Roof Repairs/Contract										
6570 Water and Sewerage - Temp Protection	2,656	410	2,489	429	0	568	621	728	612	2,776
6572 Maint and Equipment Repair (includes \$700 EOY adjustment in Dec)										
6573 Uniforms and Laundry										
6574 Reprint contract other										
6596 Fire Damage Costs	16,735	11,838	0	1,354	2,114	1,869	694	250	54	91
7200 Motor Replacement (engine not for Draw)	20,302	14,032	11,119	21,913	14,139	20,850	7,100	8,849	3,398	12,392
7202 Appliance Replacement (engine for RR Draw) (includes \$2,100 EOY adj in Dec)	10,315	17,151	10,456	0	4,672	9,239	4,317	907	14,148	0
7204 Exterior Replacement (engine for RR Draw) (includes \$9,320 EOY adj in Dec)	1,207	5,838	0,925	101,280	0	14,185	42,715	40,821	68,620	8,050
Subtotal: Operating and Maintenance	161,444	191,262	174,617	249,724	211,107	185,395	163,312	163,369	202,729	143,486
6706 TAXES/INSURANCE										
6711 Payroll Taxes	3,760	3,445	3,555	3,438	4,309	6,008	4,820	4,195	3,299	3,753
6719 Misc Licenses/Permits (inc. marketing in September, 2000 ex)	53,529	34,691	12,656	11,038	37,281	13,313	13,313	13,313	13,313	14,829
6721 Franchise Fee	1,713	2,321	2,293	2,553	2,897	2,654	2,759	2,273	0	0
6722 Workers Compensation (includes \$11 EOY adjustment in Dec)	4,373	4,857	4,857	4,857	4,857	5,294	5,294	5,294	3,331	3,301
40100 Marching Convention estimate	0	0	0	0	0	0	0	0	0	0
6710 Base Payroll Insurance	6,085	6,085	6,085	6,085	6,085	6,085	6,085	6,085	6,085	6,085
6710 Base Payroll Insurance Tax	6,085	6,085	6,085	6,085	6,085	6,085	6,085	6,085	6,085	6,085
Subtotal: Tax/Insurance	77,441	89,941	77,319	77,319	134,131	67,411	85,439	83,931	81,230	83,076
6900 SERVICE EXPENSES										
6902 Recreation Supplies (includes \$150 EOY adjustment in Dec)	106	6,000	80	0	0	0	0	0	0	4,631
6995 Jantry	106	6,000	80	0	0	0	0	0	0	4,631
Subtotal: Services										
7000 Replacement Reserve Eligible Expenses										
7100 CORPORATE EXPENSES										
7101 Corporate Expenses										
7102 Corporate Expenses Tax										
7131 State Income Tax										
Subtotal: Corporate Expenses										
Adjustment for Operating Expense actuals for 2003 (reversal in Dec 2004)										
TOTAL OPERATING EXPENSES	508,839	483,540	484,238	544,656	537,238	467,771	460,846	470,726	493,388	442,506
LESS Reserves										
Marketing Expenses										
Per Unit Monthly Expenses (for occupied units - Net of Total Expenses)	508,839	483,540	484,238	544,656	537,238	467,771	460,846	470,726	493,388	442,506
Per Unit Monthly Expenses (for occupied units - Net of Total Expenses)	508,839	483,540	484,238	544,656	537,238	467,771	460,846	470,726	493,388	442,506
TOTAL EXTRAORDINARY EXPENSES	0	0	0	1,225	0	0	0	0	0	0

Ex

[illegible]

Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
'00	Villages at Treasure	7141-000	% Rent - TIDA	% RENT	9/20/2011		Aug11 % Rent	355,389.00
Payor: TREASURE ISLAND-RES. Date: 9/20/2011 Check No. 010685 Check Amount 355,389.00 Payee: Treasure Island Dvlpmnt Authority								

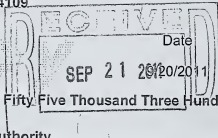
Retain this statement for your records

AP300001 Rev 01-08 www.cash.com



TREASURE ISLAND-RES.
The John Stewart Company, Trustee
1388 Sutter Street, 11th Fl
San Francisco, CA 94109

WestAmerica Bank
90-4021/1211
Sausalito, CA 94965



Date

Check No.

Check Amount

SEP 21 2011

010685

\$355,389.00

Three Hundred Fifty Five Thousand Three Hundred Eighty Nine AND 00/100 Dollars

Pay to the order of:

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

Treasure Island Dvlpmnt Authority
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

⑈ 10685⑈ ⑆ 121140218⑆ 0506928621⑈

From: "Susan Guadamuz" <sguadamuz@caamuseum.org>
To: <Peter.Summerville@sfgov.org>
Cc: "Mar Hollingsworth" <mhollingsworth@caamuseum.org>
Date: 09/23/2011 02:34 PM
Subject: Image use

Dear Peter,

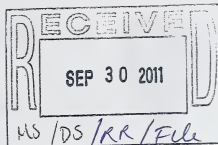
CAAM would like to request the use of an installation picture of the mural for the CAAM website. Please see the attached photo. The photo will only be used for the Covarrubias section of the exhibition on the website.

Thank you,
Susan D. Guadamuz
Registrar
California African American Museum
600 State Drive, Exposition Park
Los Angeles, CA 90037
Phone: 213.744.2023
Fax: 213.744.2050



caam-49.jpg





To: Mirian Saez, Director of Island Operation, TIDA

From: Ned York, Assistant Vice President, JSCo. *NED*

Cc: Mike Smith-Heimer, Senior Vice President, JSCo.
Dan Stone, Property Manager, The Villages
Lynny Lee, Staff Accountant, JSCo.

Date: September 28, 2011

Subject: Replacement Reserve Account Disbursement Request

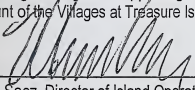
I am submitting for your consideration documentation related to request disbursement in the amount of \$250,042.54 from the Villages at Treasure Island's Replacement Reserve Account and transfer the money into the property's Operating Account.

The Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority (Sublandlord) and the John Stewart Company (Subtenant and Manager) dated March 17, 1999, Section 11.3, Replacement Reserve Account, states: "Disbursement from the Replacement Reserve Account in the excess of Ten Thousand Dollars (\$10,000) per calendar quarter shall require the prior written approval of the Executive Director, which approval shall not be unreasonably withheld or delayed."

The enclosed Reserve Account Disbursement Request form includes a list of vendors, description of the work performed, as well as the location of the work. All expenditures were paid for during calendar year 2011. All items are considered "capital improvements" and extend the "useful" life of the property as defined by HUD.

At the beginning of September 2011, the Replacement Reserve Account balance was \$575,733.95. The Villages currently has a portfolio of 578 units, but only 534 are considered "rentable". Section 11.3, Replacement Reserve Account of Treasure Island Sublease Agreement states that funding for the account must be made until there is at least \$1,000 times the number of rentable units. With this disbursement request, the balance will be \$325,461.91. The Villages will continue to contribute to the monthly replacement reserve deposits to reach the balance of at least \$534,000.00.

By signing below you are approving this transfer from the Replacement Reserve Account into the Operating Account of the Villages at Treasure Island.


Mirian Saez, Director of Island Operations, TIDA

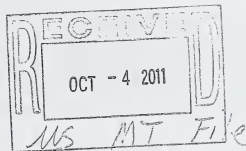

Date



SAN FRANCISCO POLICE DEPARTMENT
SOUTHERN STATION
850 BRYANT ST
SAN FRANCISCO, CA. 94103
OFFICE #: (415) 553-7959
FAX # (415) 553-9722



Fax Transmittal Sheet



DATE: October 5, 2011

AGENCY: Treasure Island Development Authority

FAX NUMBER: (415) 274-0299

ATTENTION: Marianne

SENT BY: Larry Bertrand

PHONE #: (415) 553-7959

COMMENTS:

Marianne,

Please find attached the September statistics for Treasure Island.

Any questions, please give me a call.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 2



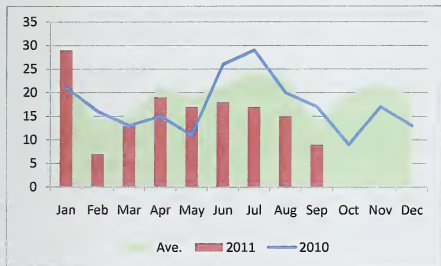
September 2011 Treasure Island/Yerba Buena island Crime Statistics

Prepared by Good Neighbors of Treasure Island and Yerba Buena Island

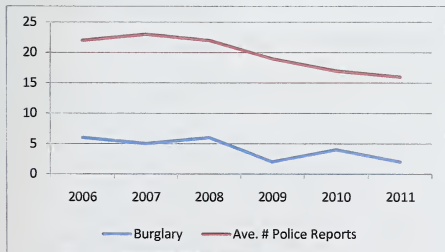
Table one shows the number of police reports created each month on TI/YBI.

The green background reflects the moving average of reports generated per month as far back as we have data (part of 2006) to the present and indicates our "high crime" time periods.

The blue line shows the number of reports/month in 2010, and the red bars are this year's statistics. Except for a particularly bad January 2011, reports are down in all months this year.



The chart below shows the average number of police reports per year from 2006 to present, as well as the average number of burglaries. Both sets of data indicate a downward trend.





TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: October 7, 2011
Re: Use Permit and Film Permit Waivers

The following waivers and reductions were granted for short-term Use Permits and Film Permits September 9 - October 7, 2011.

Fee Waivers:

- Academy of Arts University Student Project- Avenue M at 10th Street September 9, 2011
- City of Berkeley Police Department – Bayside Drive Units 1229, 1231, 1233, 1236 September 9, 2011
- Catholic Charities, CYO – Great Lawn – October 1, 2011
- Berkeley Police Department – YBI Quarters 240, 3 – 7 – October 1, 2011
- SFPD Bomb Squad, Dive Training, Clipper Cove- October 5, 2011
- SFPD Tactical Unit Training – 1211 Bayside Drive – October 5, 2011

Security Deposit Waivers:

- Wine Valley Catering – Avenue of the Palms Road Closure, Oct 1, 2011

None

Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of October 7, 2011

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date/Event Date	Leasehold Type	Sq. Ft.	Monthly Rent/ Permit Fee	Comments
Great Lawn	P-478	New	Catholic Charities/CYO	10/1/11	Special Event		Waived	Island staff/family picnic
Great Lawn	P-485	New	Passport Capital, LLC	10/9/11	Special Event		\$2000	Corporate Event
B-180 Parking Lot, Great lawn	P-489	New	Family Motor Coach Association	10/6/11	Special Event		\$450	Fleet Weekend vehicle parking
GL, Various Lots, portion of 9 th St	P-491	New	Another Planet Entertainment	10/10/11 – 10/18/11	Special Event		\$19,500	2011 Treasure Island Music Festival
Clipper Cove Parking Lot	P-492	New	DW Studio Productions LLC	9/16,9/17	Film/photo production		\$500	Film production parking
Ave of the palms, clipper cove way	P-493	New	Post Production Services Inc	9/20/11	Film/photo production		\$500	Still Photo Production



TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

To: TIDA Board

From: Mirian Saez, Director of Island Operations

Date: October 6, 2011

Re: Update Treasure Island Development Authority FY2011-12 Budget

This memo is to inform you of changes related to the Treasure Island Development Authority (TIDA) Budget for Fiscal Year 2011-12 (FY2011-12 Budget). The TIDA Board approved the FY 2011-12 Budget at its March 22, 2011 meeting and Staff submitted it to the Mayor's Office of Public Policy and Finance. After further review by that office, revisions to the FY2011-12 Budget were made and subsequently approved by the San Francisco Board of Supervisors on July 26, 2011. Accordingly, Staff reviewed projected revenue and adjusted expenditures. The adjustments do not, however, significantly impact our financial position and therefore no TIDA action is requested at this time. The following highlights these adjustments.

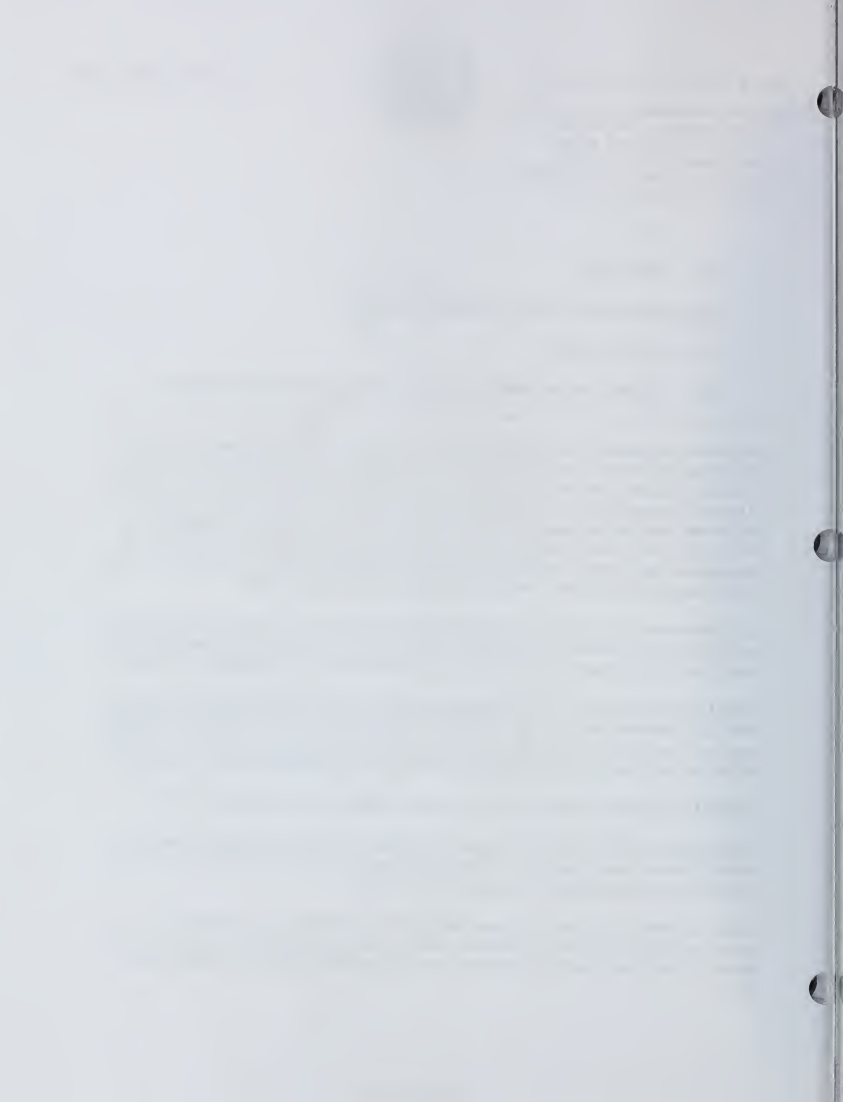
TIDA Revenue: The John Stewart Company housing revenue is decreased consistent with the development project timeline for relocation. This decrease is off-set by improvements to special event, filming and commercial rental income. The net decrease is approximately \$150,000.

TIDA Operations Expenses: Administration Expenses, Professional & Specialized Services, and City Department Work-Orders. The Mayor's Office of Public Policy and Finance adjusted employee benefits by \$142,000. This increase is off-set by decreases in specialized services of \$90,000 as well reductions in staffing of \$46,000 to the General Services Agency work-order.

Residual for Reserve: This provision for Reserve is reduced from \$160,000 to \$75,000.

Additionally, the TIDA FY2011-12 Budget is now aligned with the book keeping practices of General Services Agency consistent with FAMIS, the city computer accounting system. This streamlining action re-categorized several budget line items.

Lastly, as required by Section 1.2 Annual Budget of the Disposition and Development Agreement (DDA), TIDA and the Master Developer shall meet and confer to create a base line budget within 90 days after the its effective date. This meeting took place on September 15, 2011.







Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Starting September 13, 2011 residents and commercial tenants should expect traffic and muni 108 rerouting off California Avenue in order to accommodate the large private event near Hangar Three.

Please be aware of the posted signage indicating the detours when driving on-Island. The residential areas of the Island will remain accessible at all times, and the 108 line will still provide service the residential areas 24 hours a day throughout the months of September and October.

If you have any questions, please contact Marianne Thompson at (415) 559-9026.



TREASURE ISLAND
DEVELOPMENT
AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail Marianne.Thompson@sfgov.org.

Mirian Saez,
Director of Island
Operations



Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Traffic Advisory, Saturday, October 1, 2011

Please be advised that Avenue of the Palms will be closed beginning Saturday, October 1, from 6:00 am, until Sunday, October 2, 1:00 am. All vehicular traffic will be rerouted right on California and left on Avenue B.

We thank you for your patience.

If you have any questions, please contact Marianne Thompson at (415) 274-0662

TREASURE ISLAND
DEVELOPMENT
AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail Marianne.Thompson@sfgov.org.

Mirian Saez,
Director of Island
Operations



Entertainment Commission



RESIDENTIAL EVENT ADVISORY

Please be advised that Oracle Open World Customer Appreciation Private Event will be taking place in Hangar 3 and the parking lot adjacent on October 5, 2011 from 7pm – 1am. There will be an outdoor stage in the parking lot, and amplified sound will be permitted. The Entertainment Commission staff will be onsite working with sound engineers to minimize impact. The SFPD will also be on site to assist.

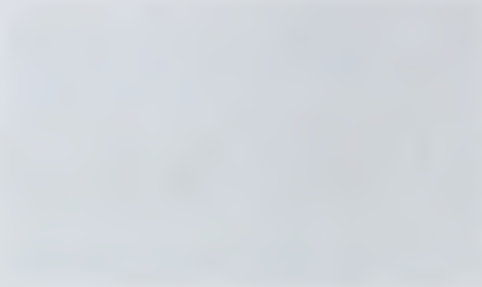
Questions before the event, please call the Entertainment Commission at 554-5793.

For concerns and issues during the event, please call 415-986-2287.

Thank you for your attention

San Francisco Entertainment Commission

25





Volume 3, Issue 10
October, 2011

This newsletter was produced
By Good Neighbors of Treasure
Island and Yerba Buena Island
under consultation with:
Treasure Island Development Authority;
and Mirian Saez,
Director of Island Operations

NEWS

INSIDE THIS ISSUE:

Halloween Party	3
Community Pot Luck	3
TIDA Director's Corner	4
108 News	5
Mayoral Forum	6
Fleet Week	7
Bridge News	8
Job Corps	8
Computer Classes	9
Lodii Wine Fest	11

TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted by the 10th of the month prior to publication for consideration. Email

Good_Neighbors@comcast.net

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.

We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

TIDA DIRECTOR'S CORNER

By Miran Saez, Director of Operations, Treasure Island Development Authority

When I arrived here as Director of Island Operations for Treasure and Yerba Buena Islands in September 2006, I resolved to address the quality of life issues that were of concern to you. I directed the Treasure Island Development Authority staff (TIDA) to focus their time on these issues and redirected the budget accordingly. A recent quality-of-life survey by Good Neighbors suggests our efforts have produced many of the outcomes we sought.

Recent improvements include:

- repared the Causeway, a portion of Avenue B and resurfaced four courtyards
- created the Pedestrian Promenade and improved the front entrance
- refurbished the playground
- improved bus routes and shelters
- opened the Oasis restaurant, the second full service restaurant

We know there is always room for improvement. As residents, you are our best source of our information. If you see areas that need repair or maintenance, please contact the TIDA office at 415-274-0660.

As you know we do not receive any tax dollars to operate the Island, and the only income TIDA generates comes from housing rentals, commercial leasing, and special events. Each year, we host the Treasure Island Music Festival, Treasure Island Triathlon, California Dragon Boat Festival, and Oracle Open World, along with others. This year we added the Treasure Island Flea Market as a recreation destination event, and the Bliss Dance statue, our first public art display.

Continued on page 11



ORACLE OPEN WORLD RESIDENTIAL EVENT ADVISORY

Please be advised that Oracle Open World Customer Appreciation Private Event will be taking place in Hangar 3 and the parking lot adjacent on October 5, 2011 from 7pm - 1am. There will be an outdoor stage in the parking lot, and amplified sound will be permitted. The Entertainment Commission staff will be onsite working with sound engineers to minimize impact. The SFPD will also be on site to assist.

Questions before the event, please call the Entertainment Commission at 554-5793. For concerns and issues during the event, please call 415-986-2287. Thank you for your attention—San Francisco Entertainment Commission

October 2011

Sun Mon Tue Wed Thu Fri Sat

						1
2	3	4 CAB Meeting	5	6 Fleet Week	7	8
9 Fleet Week	10	11	12 TIDA Meeting	13	14	15 See next page
16	17	18 RAB Meeting	19 Community Meeting—6:30	20	21	22
23	24	25	26	27	28 See next page	29
30	31					

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400.

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on the first Tuesday of each month 6:00 PM - 8:00 PM. Meeting locations vary. Check the agenda posted on www.SFTreasureIsland.org

The Community meeting is the third Wednesday of every other month (every even numbered month), 6:30 PM at Shipshape

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to my newsletter, please send an e-mail to sfpdsouthernstation@sfgov.org. All are encouraged attend!



CELEBRATE A NIGHT OF FRIGHT

**Halloween Party
TREASURE ISLAND YMCA**

**FRIDAY, OCTOBER 28
6:00pm - 9:00pm
Treasure Island YMCA**

Join us for a FREE community Halloween Party. Activities will include a haunted hallway, costume contest, dance contest, pumpkin decorating, bounce house, food and games. There is a photo booth available for the low cost of \$2.

This is a drug, alcohol and violence free event.



TREASURE ISLAND YMCA
749 9th Street
San Francisco CA 94130
p 415.765.5037



Treasure Island Community Development Corporation



Catholic Charities CYO

San Francisco, San Mateo & Marin



Save the date—Saturday, Oct. 15th - International Community Pot Luck

Come join your neighbors, make new friends, share a meal
For more details, visit www.TreasureIslandSF.org



Catholic Charities CYO
San Francisco, San Mateo & Marin

UPDATE ON TREASURE ISLAND/YERBA BUENA ISLAND DEVELOPMENT PROJECT

By Kelly Pretzer : Office of Economic and Workforce Development

As you may be aware from the July newsletter and other communications, the Environmental Impact Report (EIR) for the Treasure Island/Yerba Buena Island Development Project was appealed to, and unanimously upheld by, the San Francisco Board of Supervisors on June 7, 2011. In addition, the Treasure Island Development Authority Board of Directors and the San Francisco Board of Supervisors unanimously approved 11 pieces of legislation that enable the Project to move forward. While the first phase of infrastructure construction is not expected to begin before fall of 2012 at the earliest, these approval actions represent a major milestone in the development process.

Included in the documents approved by the Board of Supervisors is the Disposition and Development Agreement (DDA) between the Treasure Island Development Authority and Treasure Island Community Development, LLC., the master developer for the Project. The DDA is the primary legally binding document that governs the developer's right to develop the Project in accordance with all of the other governing documents including the Housing Plan, Land Use Plan, Phasing Plan, Transportation Plan and Open Space Plan. The DDA was signed and became effective on July 14, 2011.

While TIDA and TICD have continued working on the final steps to begin Project construction activities, on July 18, 2011 a lawsuit was filed against the City challenging the EIR. The lawsuit is currently being heard in California State Superior Court. Because an injunction has not been issued, TIDA is currently in the process of finalizing agreements to support the first phase of property transfer from the Navy to TIDA in early 2012 to allow for early phase construction activities associated with the Yerba Buena Island Ramps Improvement Project to take place sometime next summer. TIDA is working with the San Francisco County Transportation Authority and Caltrans to coordinate these efforts in order to minimize traffic impacts on residents and the traveling public.

We are aware that what concerns most of you is how the Project may affect you. We plan to continue to provide regular updates of anything that may affect your daily lives. Additionally, the TIDA Board of Directors meets on the second Wednesday of each month at 1:30pm in City Hall, and regular updates on the Project are given at each meeting. In the meantime, if you have any questions concerning the project, please do not hesitate to call the Treasure Island Hotline at (415) 554 6170.

UPDATE ON THE NAVY CLEANUP

By Jim Sullivan, Navy BRAC Program Management Office, West

The Navy and their contractors continue investigation and environmental cleanup at locations on Treasure Island.

Public Comment Period ends October 17th for the Navy's Cleanup Plan for Site 32 Former Training and Storage Area: The Public is invited to review and comment on the Navy's Proposed Plan for the cleanup of Site 32 during the 30-day public comment period that began on September 16th and will continue through October 17th, 2011. Comments must be received or postmarked by that date. Site 32 occupies approximately 2.6 acres along the northeastern shoreline of Treasure Island. The Navy completed a cleanup action at Site 32, removing soil that contained contaminants above levels considered safe for unrestricted use. The Navy is proposing no further cleanup. A Public Meeting and Open House were held on September 27th. Copies of the Proposed Plan were mailed to all TI/YBI residents and those on the Navy's Community Relations mailing list. The Proposed Plan is also available on the Navy's website at www.bracpmo.navy.mil.

Navy to issue Cleanup Plan for Site 21. Former Waste Oil Storage Area: The Navy plans to issue a Proposed Plan in November for the cleanup of Site 21. There will be a Public Meeting. More details will be announced later. Site 21 is a groundwater contamination site located in the southeast corner of Treasure Island near Building 3 and the Sailing Center. (Groundwater is not used for drinking water at Treasure Island.)

Perimeter Road/Path: Due to ongoing Navy cleanup work, two sections of the Perimeter Path remain closed until cleanup work is complete. The Perimeter Path is open to foot traffic from the south to the Westside Drive/Lester Court excavation, where it is then fenced off. The path is open to foot traffic north of Lester Court and east all the way to Avenue M including the boat ramp area.

Where You Can Get More Information: Copies of documents are available for review at the Information Repositories at: San Francisco Public Library, Government Publications Section, 100 Larkin Street, San Francisco, California, (415) 557-4400 and the Navy BRAC Caretaker Site Office, 410 Palm Ave, Building 1, Room 161 on Treasure Island, (415) 743-4729. Select documents are also available on the Navy's website, including the 2010 Site Management Plan (SMP), which provides descriptions and schedules for all the environmental sites. The Navy plans to issue a new 2011 SMP in October.

If you have any comments or questions, please contact James Sullivan at (619) 532-0966 or send an e-mail to james.b.sullivan2@navy.mil. You can also attend the bi-monthly Restoration Advisory Board (RAB) meetings to get updates on Navy cleanup projects at TI and YBI. All RAB meetings are public meetings. Everyone is welcome! The next RAB meeting (No. 156) is **Tuesday October 18th at 7:00 pm at the Casa de la Vista.**

Newsletters and Information Sheets will also be mailed out periodically by the Navy.

Please visit the Navy website at www.bracpmo.navy.mil. Final RAB meeting minutes since 2005 are available on the website.



108 TEMPORARY RE-ROUTE AND BUS STOP CHANGE

Temporary Re-Route: Starting September 13, 2011 residents and commercial tenants should expect traffic and muni 108 rerouting off California Avenue in order to accommodate the large private event near Hangar Three.

Please be aware of the posted signage indicating the detours when driving on-Island. The residential areas of the Island will remain accessible at all times, and the 108 line will still provide service the residential areas 24 hours a day throughout the months of September and October.

If you have any questions, please contact Marianne Thompson at (415) 274-0662.

Stop Change—The outbound stop on Ave B at Gateview (south) is being discontinued. This is the un-marked stop right before the stop beside the children's playground at the front of the residential area. This change is being implemented to direct passengers to locations where there are shelters.

NEWS FROM THE VILLAGES AT TREASURE ISLAND

Each year the Villages at Treasure Island maintains many buildings and their components to ensure the community is properly maintained.

At the TIDA Board meeting on September 14, 2011 The Villages at Treasure Island conducted a Capital Expenditure Program presentation which detailed the method by which maintenance is conducted.

The presented information is available for residents to pickup at the Villages' office during normal hours of Monday through Friday 8:30 am to 5:00 pm. A member of the Villages staff is available to explain the information.

A presentation of this material will occur at the October 19th Community Meeting.

becitysmart

be aware. be safe.



We are all pedestrians,
cyclists or
motorists

Motorists



- Pedestrians Go First.
- Yield to Pedestrians in crosswalks. Wait for slow walkers.
- Watch for cyclists before making turns and opening car doors.
- Wait while pedestrians get on or off buses and cable cars.



Cyclists

- *Must obey the same rules of the road as cars.*
- Must yield to pedestrians.
- Must ride in the direction of traffic.
- Adult cyclists must ride on the street, not sidewalks.

Pedestrians



- Cross only with the walk signal.
- Make eye contact with drivers.
- Avoid walking and talking on cell phones.
- Avoid J-Walking. It may bring an expensive ticket.

All becitysmart tips provided by the Southern District Community Police Advisory Board (SoCPAB). We are community leaders working with SFPD and SFSAFE to improve our neighborhoods.

www.becitysmart.org

Find us on Facebook @ be city smart

MAYORAL FORUMS

From the Coalition for San Francisco Neighborhoods

The election is coming up in November. If you haven't attended a Mayoral Forum, be sure to do so...

West of Twin Peaks Central Council Mayoral Forum

When: October 1, 2011 - Saturday

9:30 a.m. to 10:00 a.m. - Light refreshments will be served.

10:00 a.m. to Noon

Where: St. Stephen's Parish Hall, 473 Eucalyptus Avenue, San Francisco

What: West of Twin Peaks Central Council Mayoral Candidate Forum.

Candidates: Jeff Adachi, Michela Alioto-Pier, John Avalos, David Chiu, Bevan Dufty, Tony Hall, Dennis Herrera, Ed Lee, Joanna Rees, Phil Ting, Leland Yee.

West of Twin Peaks Central Council: Balboa Terrace, Forest Hill, Forest Knolls, Greater West Portal, Ingleside Terrace, Lakeshore Acres, Lakeside Property Owners, Merced Manor, Midtown Terrace, Miraloma Park Improvement Club, Monterey Heights, Mount Sutro Homewners, Neighbors of Arden Wood, Pine Lake Park, St. Francis Homes, Sherwood Forest, Twin Parks Improvement Association, Westwood Highlands, The Woods

Information: westoftwinpeaks.org

CMAC/The Recording Academy - San Francisco Mayoral Candidates Forum

When: October 3, 2011 - Monday

6:00 p.m. to 9:00 p.m.

Where: The Fillmore, 1805 Geary Blvd., San Francisco

What: The California Music and Culture Association and the Recording Academy San Francisco Chapter host **San Francisco Mayoral Candidates' Forum** featuring:

Musical performance by Zoe Katling

Remarks by Supervisor Scott Wiener

Moderated by Priya David Clemens

Participants in the forum will be sharing comments on the vital role a vibrant music and entertainment environment plays in shaping San Francisco's cultural landscape.

RSVP: sfmayoralcandidates.eventbrite.com

North Beach Merchants - Telegraph Hill Dwellers - Mayoral Forum

When: October 4, 2011 - Tuesday

6:00 p.m. to 8:00 p.m.

Where: Art Institute, 800 Chestnut, San Francisco

League of Women Voters - Sheriff Candidate Forum

When: October 4, 2011 - Tuesday

6:00 p.m. to 7:30 p.m.

Where: Koret Auditorium, Main Branch Library, 100 Larkin Street, San Francisco

What: League of Women Voters Sheriff Candidate Forum. Candidates will answer questions from journalists and from the audience about their plans for Sheriff. In collaboration with the *Junior League of San Francisco*.

RSVP: lwvsf@lwvsf.org

League of Women Voters - San Francisco Mayoral Candidates Forum

When: October 5, 2011 - Wednesday

6:00 p.m. to 8:00 p.m.

Where: Robertson Auditorium, UCSF Mission Bay, 1675 Owens Street, San Francisco

What: **Mayoral Candidates Forum:** The League of Women Voters, in partnership with UCSF Mission Bay will be holding a forum for candidates running for Mayor. Cheryl Jennings of ABC-7 will moderate the event. Mayoral candidates will answer questions from journalists and from the audience about their plans if elected Mayor of San Francisco.

Information: lwvsf.org

The Race for Mayor 2011

When: October 6, 2011 Thursday

6:00 check-in

6:30 p.m. program

8:00 p.m. - reception

Where: Commonwealth Club, 595 Market Street, 2nd Floor, San Francisco

What: The Race for Mayor 2011. Participants:

Jeff Adachi, Michela Alioto-Pier, John Avalos, David Chiu, Bevan Dufty, Dennis Herrera, Tony Hall, Joanna Rees, Phil Ting, Leland Yee.

90 minutes program, candidates will get up on one stage to discuss the topics San Franciscans are concerned about most.

Cost: \$20. - \$12 - members

Information: commonwealthclub.org

Neighborhood Mayoral Forum

When: October 12, 2011 - Wednesday

6:00 p.m. to 8:00 p.m.

Where: Telegraph Hill Neighborhood Center, 555 Chestnut Street, San Francisco

What: **Mayoral Forum** sponsored by Russian Hill Neighbors and North Beach Neighbors.

Moderator: Ken Garcia

Information: president2009@rhnc.org

Redevelopment—continued from page 1

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Navy Update—Continued from page one

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If you have any comments or questions, please contact James Sullivan at (619) 532-0966 or send an e-mail to james.b.sullivan2@navy.mil. You can also attend the bi-monthly Restoration Advisory Board (RAB) meetings to get updates on Navy cleanup projects at TI and YBI. All RAB meetings are public meetings. Everyone is welcome! The next RAB meeting (No. 156) is Tuesday October 18th at 7:00 pm at the Casa de la Vista.

Newsletters and Information Sheets will also be mailed out periodically by the Navy.

Please visit the Navy website at www.bracpmo.navy.mil. Final RAB meeting minutes since 2005 are available on the website.



FLEET WEEK OCTOBER 6 - 11

Thursday, October 6, 2011 - Blue Angels Circle and Arrival Maneuvers practice 1-5pm

Friday, October 7, 2011 - Fleet Week Air Show Practice 12:30pm - 4pm

Saturday, October 8, 2011 - Parade of Ships 1st ship under the GG Bridge will be USS Carl Vinson at 11am.
Fleet Week Air Show 12:30pm to 4pm

Sunday, October 9, 2011 Fleet Week Air Show 12:30pm to 4pm

Expect heavy traffic on the Island

Visit www.Fleetweek.us for full details

NOISE POP & ANOTHER PLANET ENTERTAINMENT PRESENT TREASURE ISLAND MUSIC FESTIVAL THE FESTIVAL IN THE BAY



SATURDAY, OCTOBER 15TH

Empire of the Sun
Cut Copy • Death From Above 1979
Chromee • Dixzee Rascal
Flying Lotus
Buraka Som Sistema
Battles • The Naked & Famous
YACHT • Shabazz Palaces
Alee Black • Geographer

SUNDAY, OCTOBER 16TH

Death Cab for Cutie
Explosions in the Sky
Beach House • The Hold Steady
Stephen Malkmus & The Jicks
Friendly Fires • St. Vincent
The Head and The Heart
Wild Beasts • Warpaint
The Antlers • Tree Ch Sees
Weekend

Treasure Island Music Festival is back on October 15th and 16th.

Treasure Island Music Festival is offering a specially priced discount single day ticket for \$59.50. To submit an order for a Treasure Island resident discount ticket, please email leah@anotherplanetent.com to receive the ticket form. Limit 2 tickets per order. **Must be submitted by Friday, October 7th.**

For more info, visit www.treasureislandfestival.com



BRIDGE NEWS

FINAL DECK SECTIONS HAVE ARRIVED

The last four deck sections for the SAS—including the sections where crews will anchor the main cable—arrived on Sunday, Aug. 28. Placement will start this month and will be finished by November. Find more at baybridgeinfo.org/projects/sas

YBITS CONSTRUCTION IN FULL SWING

The portion of the new Bay Bridge known as the Yerba Buena Island Transition Structure or "YBITS" is now under way. Constructed atop 150-foot-tall columns, two separate decks will link the Self-Anchored Suspension Span to the Yerba Buena Island Tunnel. Construction on the westbound deck is scheduled to be completed by the end of 2011 followed by the eastbound deck in 2012. baybridgeinfo.org/projects/ybi-transition

PROTECTING THE ENVIRONMENT WHILE BUILDING SEISMIC SAFETY

See how a comprehensive program was implemented to safeguard the bay's fragile ecosystems during construction of the new East Span of the Bay Bridge. baybridgeinfo.org/projects/corridor-overview/environmental



DIARY OF A FARM—AND BUILDING COMMUNITY!

Our very own Urban Farm has been christened! Today the Carpentry students, under tutelage of Carpentry Instructor Jack Reisner, formally erected the signpost commemorating a tremendous labor of love - the "Michelle Obama Green Acre."

Barely a year old and born of a barren looking field, the farm has flourished into a fertile garden under the loving ministrations of Urban Farm Coordinator, Corey Block. ALL trades on Center, in some way shape or form, raised the formidable looking rubble of before into a blooming oasis of vegetables, a fish pond, and soon - chickens! ~Wilhelmina Parker, Business Community Liaison Director

The Quarterly Treasure Island Job Corps "3C" Community Relations Council Luncheon (Connect, Collaborate, & Communicate) was held on September 8th, 2011 in the TIJCC Fine Dining Restaurant. 50+ community and business well wishers congregated and joined staff and students to Share, Care & Refer in service to our students.



Advanced Culinary students provided a delicious repast and student representative Dexter Cofer tantalized the guests with a forward look at the banquet luncheon tastefully prepared for the students.

BCL Director, Wilhelmina Parker, shared updates and thanked guests for taking the time to join the Center in building community. Special acknowledgement went to Oakland Council Member Kerrigan and representatives from the offices of Democratic leader Pelosi and Congressman Garamendi as well as Dr. Mona Scott from the Black Repertory Group.

Also in attendance were Good Neighbors of Treasure Island, Operations ReCology, Dept. of the Environment, Jay Wallace Associated, US Army, Mayors Office of Economic Development, the Army and more.

Dessert accompanied dialogue as guests provided updates about youth oriented activities and upcoming events. The event culminated with a leisurely tour of the Michelle Obama Green Acre led by Urban Farm Coordinator, Corey Block.



TIHDI COMPUTER CLASSES

There is a one time fee of \$10 to attend, which must be paid before first class is taken. Only *Money Orders* accepted. You are then welcome to attend any computer class.

October Schedule

Basic I: Wednesday, September 28th, 2pm-4pm This is for beginner computer users, the first in the set of 3 Basic classes.

Basic II: Monday, October 3rd, 2pm-4pm The second in the set of Basic classes, and is for those who have taken Basic I.

Basic III: Wednesday, October 19th, 2pm-4pm This is the last class in the set of Basic classes, and is for those who have taken Basic I and II.

Email: Monday, October 24th, 2pm-4pm This is a new class concentrating on how to use email, send basic messages, attach a resume and cover letter, make folders, etc.

Microsoft Word: Wednesday, October 26th, 2pm-4pm This class will teach you how to use the word processing program, Microsoft Word.

Call to sign up for this workshop today, space is limited!

Workshops subject to cancellation, you will be notified through phone if that is the case.

BAC @ Ship Shape
850 Avenue I Bldg 497
San Francisco, Ca 94130

Contact: Lani Hanson
Phone: 415-986-4810
Fax: 415-986-4816
lhanson@tihdi.org



CALLING ALL NERT'S OR NERT WANNA BE'S!

Save this date: October 15, 2011

Come to the Combined Neighborhoods NERT Drill

Drill to be held at the **North Beach Playground** located between Mason and Lombard.

The drill is from 8:30 AM to 12:00 PM. NERT Attire Suggested



TI Book Mobile

The popular SF Public Library Treasure Island bookmobile will moving to a new location and time starting August 4th.

New Location: Parking Lot @ 850 Ave. D
(Treasure Island CDC)

New Time: Thursdays, 1pm-7pm

For additional information, please contact Mobile Outreach Services at 415-557-4346 or email mosmgr@sfppl.org.



San Francisco Public Library



Treasure Island Notary Public

Chad Miller
chadmnotary@gmail.com
(415) 837-8969



Is Your Back Yard Over Grown??

Need help in weeding and bagging your backyard?

Call Nora @ 415-933-5046 or
e-mail normasaldierna@yahoo.com



Treasure Island Kennel Club

Write to
TIKC@comcast.net or
call (415) 677-4182



**BOYS & GIRLS
CLUB**

Island Youth Need Your Help!

The Boys and Girls Club on Treasure Island serves over 100 youths with a number of services and programs but continually need volunteers!

Opportunities for regularly scheduled or drop in tutoring and mentoring are available. Don't short change yourself on what you can do to impact a youth!

Contact Lavina DeSilva @ 415-362-1393 or email at ldesilva@kidsclub.org

TREASURE ISLAND FLEA



Saturday October 29 & Sunday October 30

On the Great Lawn

9 am-4 pm

Residents show your ID for free entry

Treasure Island Flea is owned and operated by The Marin County Flea Market LLC, a privately held company, co-founded by Angie & Charles Ansanelli, with offices located in Novato, California. The company is committed to bringing a quality open-air market to Treasure Island where families and friends can gather and enjoy shopping for unique one-of-a-kind items.

Treasure Island MarketPlace can be contacted at Info@TreasureIslandFlea.com or 415.898.0245.

Jane Kim

DISTRICT 6 SUPERVISOR



No October Office Hours available at time of production.

Visit Supervisor Kim's webpage at www.sfbos.org



REPORTING DOGS OFF LEASH, BARKING DOGS, ETC.

To report complaints regarding dogs off leash and for the poop law, you can contact Animal Control at 415 554-9400.

The dispatcher taking the complaint will need the following information: owners name, home address or vehicle license plate number. First offense Animal Care and Control sends a letter to the dog owner advising them that they are in violation of the law. If that does not work after a second complaint we send an officer to the address to make contact with the dog owner and issue warnings.

The Department of Animal Care and Control does not enforce barking dogs. Barking dogs fall under the noise ordinance and is enforced by the San Francisco Police Department. We encourage you to contact them at 415 553-0123 during the time that the dog is barking and they will send an officer out to investigate.

E-mail Updates from Good Neighbors

Good Neighbors sends out at least one email per month (and sometimes more) containing the community newsletter. If you would like to get these updates, please write to:

Good_Neighbors@comcast.net. Your information will be treated as confidential and your address will not be shared with others.

To ensure that future announcements from Good Neighbors of

Treasure Island and Yerba Buena Island are delivered to your inbox (not your bulk folder), please add **Good_Neighbors@comcast.net** to your address book.

If you have already signed up but are not getting announcements, please check your SPAM filter.

NOTE: Signing up on the list does not make you a member. To become a member, please visit **TreasureIslandSF.org** and complete an online membership application.



LODI'S TREASURE ISLAND WINEFEST

Join Lodi Wine Country vintners as we return to historic Treasure Island, San Francisco for the third annual Lodi's Treasure Island WineFest. Taste your way through 200 Lodi appellation wines while sampling an array of artisan cheeses, olive oils and wine country cuisine. Enjoy live music and take in the absolute best view of Fleet Week's aerial shows. Don't miss this opportunity to meet the passionate vintners and growers behind the wines that make up California's best kept secret – Lodi Wine Country.

Tickets are \$55 in advance or \$65 at the door. Designated driver tickets are \$25. For additional information please visit www.tiwinfest.com or call 209.365.0621.

Parking on Treasure Island is complimentary for event guests.

For the safety of all event guests, attendees must be 21 years of age. Proper identification including a valid photo ID must be presented with your ticket for access to the event.

We are unable to permit children, infants or pets.



IPOD AND MP3 PLAYERS SAFETY TIPS

Due to recent thefts of iPods, and other MP3 devices nationwide and in San Francisco both Muni and SFPD recommend greater awareness when you are in public places.

SF Muni offer the following tips for your use:

1. Be aware of your surroundings and the people around you.
2. Don't allow your attention to become detracted from your property.
3. iPods – Black headphones are recommended since iPods are most identified with white headphones.
4. Do not store personal information on player that could be used in identity theft.
5. If you are a victim of a crime, do not resist. Take mental notes of the suspect's description and report the incident to the police immediately.



TSUNAMI WARNING SIGNS

The Department of Emergency Management installed Tsunami warning signs around Treasure Island because the entire Island is in the Tsunami Inundation Zone. This means that when a Tsunami is hitting our coastline it may cause seiches (small waves of water) to reach inside our Bay and possibly to Treasure Island. With Treasure Island sitting so close to the water, if the seiches were strong enough it may cause the water to rise to such a level that it would cause flooding on the Island.

The purpose for the signs is to educate folks of that potential and prepare them to move to higher ground, which would be Yerba Buena Island.

TIDA Director—continued from page 1

We apologize for any inconvenience that these events may cause. We recognize that the events may disrupt traffic and cause some impact on your daily routine. I assure you that my staff and I work closely with the event planners to minimize the impact these events have on your daily routine.

My staff and I reaffirm our commitment to making life better for all residents. With input from Good Neighbors during our annual budget discussion, we have already identified areas that require our attention, including improved street lights and additional road repairs. Our budget continues to fully fund the Boys & Girls Club, and the YMCA for your benefit.

We're on the web!
www.TreasureIslandSF.org

How To SUBSCRIBE

Anyone can subscribe to this FREE newsletter by sending your request to:

Good_Neighbors@comcast.net

Please encourage your housemates, neighbors, and others interested in Treasure Island to sign up.

Or, residents of the Villages, can also send an email to:

Villages@JSC0.net

With the subject "Email Notices Sign-up" and include your name, address and contact info. Staff will verify the information, then send the latest community news.



Next Quarterly Meeting

Saturday, November 12
 Shipshape
 11 am - 1 pm

Call (415) 520-6653

Sunday, October 30, 2011 - 11am



Golden Gate Park - Peacock Meadow

Music • Kids Activities • Prizes • BBQ • Run • Walk • Stroller Brigade

Form a team with your with your friends & family or Neighborhood Watch and join SAFE, SFPD and Chief Suhr as we raise awareness of personal safety and crime prevention, and support SAFE's important community services.



Register online or sponsor a friend
sfsafe5k.dojiggy.com

For More Information:
5kfunrun@sfsafe.org
 415.553.1984

• SPONSORS •



GROSVENOR

Cathay Post 384

All Proceeds Benefit:
 San Francisco SAFE, Inc, a Nonprofit Corporation

ALBERT & EVE

organic
 fruit & veg
 boxes

home delivered to:
 sf & bay area



Visit www.alberteve.com

Albert & Eve delivers organic fruit & vegetable boxes to your door!

- Five reasons to join today & eat with your season:
- Customize your box every week!
- Save up to 30% on organic produce
- Free weekly home delivery
- High quality organic fruit & vegetables
- No commitment



PROPOSED PLAN/DRAFT REMEDIAL ACTION PLAN FORMER NAVAL STATION TREASURE ISLAND Installation Restoration Site 32 Former Training and Storage Area

San Francisco, California

September 2011

THE DEPARTMENT OF THE NAVY ANNOUNCES PROPOSED PLAN/DRAFT REMEDIAL ACTION PLAN

1.0 INTRODUCTION

The Department of the Navy (Navy) presents this *Proposed Plan/Draft Remedial Action Plan (RAP)* for no further action for *Installation Restoration (IR)* Site 32 (Site 32), the former Training and Storage Area, at the former Naval Station Treasure Island (NAVSTA TI) in San Francisco, California (Figure 1). The Navy is presenting this plan in cooperation with the California Environmental Protection Agency (Cal/EPA) *Department of Toxic Substances Control (DTSC)*, the Cal/EPA *Regional Water Quality Control Board (Water Board)*, and the U.S. *Environmental Protection Agency (EPA)*.

The Navy is responsible for investigating and remediating contamination that resulted from historical Navy operations at former NAVSTA TI. Site 32 previously contained soil contaminated with *polychlorinated biphenyls (PCB)*, *total petroleum hydrocarbons (TPH)*, *benzo(a)pyrene (B(a)P)*, arsenic, lead, and dioxins. The contaminated soil was removed from Site 32 in 2010 and disposed of offsite at permitted landfills. This Proposed Plan/Draft RAP presents the Navy's preferred decision for Site 32 under the *Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)*. The Navy proposes that no further environmental cleanup is required for Site 32 because all soil that posed *unacceptable risk* to human health or the environment was removed as part of a cleanup action conducted in accordance with the *Toxic Substances Control Act (TSCA)*.

ABOUT THIS PROPOSED PLAN/ DRAFT RAP

The Navy is issuing this Proposed Plan/Draft RAP as part of its public participation responsibilities under Section 117(a) of CERCLA, Section 300.430(f) (2) of the *National Oil and Hazardous Substances Pollution Contingency Plan (NCP)*, and Chapter 6.8 of the California Health and Safety Code (HSC). The purpose of this Proposed Plan/Draft RAP is to present the Navy's no further action decision to the public and solicit public comment. It summarizes site history, describes the environmental

— Notice —
PUBLIC COMMENT PERIOD
September 16 through October 17, 2011

PUBLIC MEETING
September 27, 2011

Casa de la Vista, Building 271
Treasure Island
6:30 to 8:30 p.m.

This public meeting is an opportunity for the community to hear about the Navy's Proposed Plan and to provide formal oral and written comments.

CONTENTS

1.0 Introduction	page 1
2.0 Site Background	page 2
3.0 Previous Investigations	page 3
4.0 PCB Cleanup Action Under TSCA	page 5
5.0 Regulatory Summary	page 5
6.0 Community Participation	page 6
7.0 Glossary of Terms.....	page 7

investigations and cleanup actions conducted at the site in accordance with CERCLA as amended by the *Superfund Amendments and Reauthorization Act (SARA)* and TSCA, and explains the basis for the Navy's decision that no further action is required at Site 32. The information presented is detailed in the *Remedial Investigation (RI)* report and TSCA *Field Activity Report (FAR)*, along with other documents contained in the *Administrative Record* for Site 32. The administrative record contains the reports and historical documents used to support cleanup decisions. The Navy encourages the public to review these documents to gain an understanding of Site 32 and the environmental assessments and investigations that have been conducted. The documents are available for public review at the locations listed on page 11.

The Navy will consider and respond to public comments on this Proposed Plan/Draft RAP in a responsiveness summary to be included in the *Record of Decision/Final RAP (ROD/Final RAP)* for Site 32. A public comment period will be held from September 16 through October 17, 2011. Public comments can be submitted by mail, fax, or e-mail throughout the comment period to James Sullivan, *Base Realignment and Closure (BRAC)* Environmental Coordinator, BRAC Program Management Office West, 1455 Frazee Road, Suite 900, San Diego, California 92108-4310, (619) 532-0983 (fax), james.b.sullivan2@navy.mil. A public meeting will be held from 6:30 to 8:30 p.m. on September 27, 2011 at the Casa de la Vista, Building 271, Treasure Island. Members of the public may also submit written and oral comments on this Proposed Plan/Draft RAP at the public meeting.

After it has consulted with the regulatory agencies, the Navy will make a final decision regarding Site 32 based on feedback from the community or new information. Therefore, the community is encouraged to review and comment on this Proposed Plan/Draft RAP. A final decision on the remedy will be documented in the ROD/Final RAP.

2.0 SITE BACKGROUND

Former NAVSTA TI lies in San Francisco Bay (Figure 1) and consists of two contiguous islands: Treasure Island (TI) and Yerba Buena Island (YBI). TI was constructed on the shoals of YBI with San Francisco Bay fill between 1936 and 1937 for use as an airport for the City of San Francisco. It was also the site of the 1939 Golden Gate International Exposition. Navy operations at the island began in 1941, primarily for training, administration,

housing, and other support services to the U.S. Pacific Fleet. In 1993, the Department of Defense's Base Closure and Realignment Commission recommended closure of NAVSTA TI; the facility was subsequently closed on September 30, 1997.

Site 32 consists of portions of Parcel T111 and Parcel T115 and is located along the northeastern edge of TI, occupying approximately 2.6 acres (Figure 2). A portion of the parcel was most recently used as a hazardous waste and hazardous materials storage area. Historically, Site 32 contained the USS Pandemonium (Building 371/ training facility), which was used for radiological decontamination training. The mock training ship was placed on land on top of a 9-inch-thick concrete pad at the northern portion of Site 32. The Navy demolished the USS Pandemonium superstructure in 1996.

Site 32 also contained Buildings 445, 462, and 463 (Figure 2). Building 445 was used for forklift maintenance, boat motor storage, general shop activities, and administrative offices. Building 462 was used for administrative offices and classrooms where personnel were instructed



Figure 1. Location of Former Naval Station Treasure Island and Site 32



Figure 2. Site Features and Buildings Located on Former Naval Station Treasure Island Site 32

in decontamination procedures for the Naval Technical Training Center. Building 463 was used for tear gas training exercises. A former transformer known to have released PCBs was historically present approximately 10 feet north of Building 463.

Site 32 boundaries that required further evaluation in an RI. As set forth below, Site 32 was first designated and identified for further environmental investigation in 2003 based on the results of a data gaps investigation.

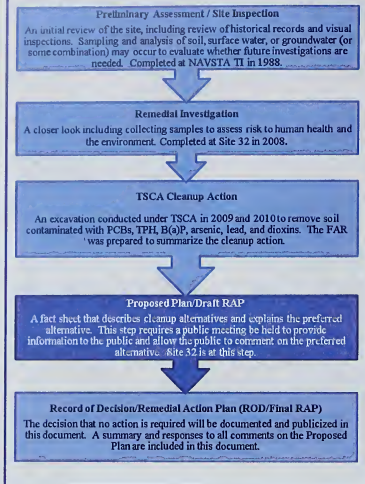
3.0 PREVIOUS INVESTIGATIONS

In April 1988, a *Preliminary Assessment/Site Inspection (PA/SI)* was conducted at NAVSTA TI to identify and assess sites posing a potential threat to human health or the environment due to contamination from past hazardous materials operations. The PA/SI identified a total of 26 potentially contaminated sites at NAVSTA TI by using information from historical records, aerial photographs, regulatory agency contacts, field inspections, and personnel interviews. The PA/SI report did not identify any sites within the current

Previous Investigations at Site 32

- Preliminary Assessment/Site Inspection at NAVSTA TI (1988)
- Environmental Baseline Survey (1995)
- Historical Radiological Assessment (2006)
- Screening-Level Ecological Risk Assessment (2007)
- Remedial Investigation (2008)
- TSCA Cleanup (2009-2010)

Site 32 Cleanup Process



The following paragraphs describe the various investigations conducted at NAVSTA TI and Site 32. The Site 32 Cleanup Process chart on page 4 provides an explanation of the investigations and cleanup steps conducted under CERCLA, TSCA, and the HSC.

In 1995, an *Environmental Baseline Survey (EBS)* was conducted at NAVSTA TI as part of the base closure process that identified 13 areas requiring additional investigations. An EBS data gaps investigation was conducted in 2003 to determine whether further action was required in the 13 areas. Parcels T111 and T115 were two of these 13 areas. Site 32, consisting of portions of Parcels T111 and T115, was established and the site boundary determined based on data collected during the 2003 EBS data gaps investigation.

A Historical Radiological Assessment (HRA) of NAVSTA TI was conducted in 2006. The HRA included an evaluation of the mock training ship USS Pandemonium (Site 32, Building 371). The Navy used the USS Pandemonium for radiological decontamination training activities until 1992 and demolished it in 1996. The Navy had used bromine-82, bromine-80, potassium-42, and

sodium-24, which are short-lived isotopes, during decontamination training on the exterior decks of the USS Pandemonium. These radiological isotopes have a half-life of about 10 days and decay to a negligible quantity. Based on the Navy's evaluation of its past radiological operations, which included reviewing radiological data in licenses, site permits, authorizations, and operating records, the HRA did not identify any radiological impacts at Site 32.

The risks to plants and animals were evaluated in a *screening-level ecological risk assessment (SLERA)* conducted by the Navy in 2007. The SLERA evaluated the potential for terrestrial receptors to be exposed to soil at several TI sites, including Site 32. The SLERA did not identify any ecological resources at TI that need to be protected. Based on the results of the SLERA, the Navy did not recommend further evaluation of ecological risk for Site 32. The Navy also evaluated the potential impacts to marine receptors in San Francisco Bay and found that Site 32 *groundwater* did not pose a potential risk to the marine receptors.

An RI report was prepared for Site 32 in 2008 and identified levels of PCBs that exceeded the EPA residential *preliminary remediation goals (PRG)* for soil. In addition, TPH as diesel and motor oil, B(a)P, arsenic, lead, and dioxins in soil samples were reported at concentrations greater than the EPA PRGs or TI ambient concentrations.

As part of the RI process, the Navy conducted a baseline *human health risk assessment (HHRA)* to determine whether *remedial action* was necessary. Environmental data collected at Site 32 were used to assess the extent of impacts to the soil and groundwater and to evaluate potential risks to human health and the environment.

At Site 32, cancer risks were found to be within the EPA *risk management range*. However, the noncancer hazard index (HI) for future residents and construction workers exceeded 1. When the HI is greater than 1, the potential exists for adverse health effects to occur. This risk was based on PCBs; therefore, the Navy concluded that soil contaminated with PCBs should be removed.

TSCA addresses cleanup of PCBs; therefore, in 2009, the Navy conducted a cleanup action under TSCA to excavate soil containing more than 1 part per million PCBs, which is the level considered safe for residential use.

As discussed in the following section, no further cleanup under TSCA or CERCLA is required since

What is a Risk Assessment?

A human health risk assessment is the process used to estimate the nature and probability of adverse health effects in humans who may be exposed to chemicals in contaminated environmental media. Under EPA guidance, the Navy looks at cancer risk and noncancer risk. For cancer causing chemicals, the risk estimate is expressed as the probability of additional lifetime cancers (for example, one in a million or 10⁻⁶). Cancer risks between 10⁻⁶ (1 in 1,000,000) and 10⁻⁴ (1 in 10,000) are described as being within the risk management range and remedial action is generally not required. Noncancer risk is described by the hazard index (HI) for chemicals that pose health risks other than cancer. An HI of 1 or less means that adverse noncancer human health risks are not expected to occur and remedial action is generally not required.

the Navy has now removed all contaminated soil that posed unacceptable risk to human health, and none of the remaining chemical concentrations exceeds Site 32 cleanup goals.

4.0 PCB CLEANUP ACTION UNDER THE TOXIC SUBSTANCES CONTROL ACT

TSCA is the environmental law that addresses cleanup and management of PCBs. After the HHRA, the Navy completed a cleanup action for PCBs and other co-located contaminants. The cleanup action was completed in accordance with TSCA in 2010. The cleanup action was conducted as described in the final work plan that was approved by DTSC, the Water Board, and EPA (Shaw Environmental, Inc. "Final Work Plan Soil Remediation Parcel T111/Site 32." May 26, 2009). All soil that contained PCBs above levels considered safe for unrestricted use was excavated and removed from Site 32. As part of this excavation, soil contaminated with TPH, B(a)P, arsenic, lead, and dioxins was also removed. Shallow groundwater present in the excavation and contaminated with TPH was treated by *enhanced aerobic bioremediation*. The Navy then received concurrence from the regulatory agencies to backfill the excavation. Approximately 12,500 tons of contaminated soil was removed and replaced with

clean backfill. None of the remaining chemical concentrations exceeds Site 32 cleanup goals.

The Navy was not required to prepare a feasibility study under CERCLA because the TSCA cleanup action removed all soil containing PCBs above the cleanup level of 1 milligram per kilogram and also removed all other constituents that exceeded NAVSTA TI cleanup goals. Since there is no longer an unacceptable risk to human health or the environment, no additional cleanup action is necessary for Site 32.

5.0 REGULATORY SUMMARY

This section summarizes the regulatory interaction and requirements related to Site 32.

MULTI-AGENCY PARTICIPATION

The BRAC Cleanup Team for NAVSTA TI includes remedial project managers (RPM) from the Navy, DTSC, Water Board, and EPA. The primary goals of the RPMs are to protect human health and the environment, coordinate environmental investigations, and expedite the environmental restoration of former NAVSTA TI. The RPMs have coordinated on all major documents and investigations associated with Site 32, including the RI report and the FAR. Based on these reviews and discussions of key documents, the regulatory agencies support the Navy's decision that no further action is required. This decision may be modified in response to public comments or new information.

CALIFORNIA HEALTH AND SAFETY CODE (HSC)

This document is intended to meet the requirements of HSC Section 25356.1 for hazardous substance release sites, as required by DTSC. The HSC requires preparation of a RAP for sites that are not listed on the *National Priorities List (NPL)*, such as NAVSTA TI. Therefore, this document also serves as a Draft RAP to fulfill the public notice and comment requirements of the HSC. The Final RAP will be incorporated in the ROD for this site.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

DTSC has determined that the decision of no further action for Site 32 is a discretionary action that is exempt from CEQA. Therefore, DTSC has prepared a Notice of Exemption in compliance with CEQA.

NONBINDING ALLOCATION OF RESPONSIBILITY

HSC Section 25356.1(e) requires DTSC to prepare a preliminary nonbinding allocation of responsibility among all identifiable potentially responsible parties. HSC Section 25356.3(a) allows potentially responsible parties with an aggregate allocation in excess of 50 percent to convene an arbitration proceeding by submitting to binding arbitration before a panel. Based on available information regarding the former NAVSTA TI, DTSC concludes that the Navy is a responsible party with aggregate alleged liability in excess of 50 percent of the costs of removal and remedial action pursuant to HSC Section 25356.3. The Navy may convene arbitration if it so chooses.

6.0 COMMUNITY PARTICIPATION

The Navy, DTSC, Water Board, and EPA encourage the public to gain a more thorough understanding of Site 32 and the CERCLA activities at former NAVSTA TI by visiting the information repository, reviewing the administrative record, attending public meetings, and signing up for the mailing list to receive project information. The information repository was established to provide public access to technical reports and other IR Program information that supports the remedial action alternative decision. The administrative record

for Site 32 contains the reports and historical documents used to support the decision that no further action is required. Restoration Advisory Board meetings are held on the third Tuesday of every other month and are open to the public.

Consideration of public input is an important part of the remedy selection process. The Navy, DTSC, Water Board, and EPA encourage all community members, business owners, and other interested stakeholders to provide input on the decision that no further action is required. The dates of the public comment period and the date, location, and time of the public meeting are provided on page 1 and in the callout box below.

THE NEXT STEP

The Navy will consider all public comments received during the public comment period, or presented in person at the public meeting, before making a final decision for Site 32. The final decision will be documented in a ROD/Final RAP, which will include responses to comments received on this Proposed Plan/Draft RAP. Input will be collected after the Proposed Plan/Draft RAP is presented to the public, and a final decision will be made after regulatory agency and community input on the Proposed Plan/Draft RAP has been reviewed. A public notice will be placed in the San Francisco Chronicle announcing when the Site 32 ROD/Final RAP will become available to the public in the information repositories listed on page 11.

OPPORTUNITIES FOR INVOLVEMENT

Public Meeting, 6:30 to 8:30 p.m., September 27, 2011

Location: Casa de la Vista, Building 271, Treasure Island

You are invited to the public meeting to discuss and comment on the Proposed Plan/Draft RAP for Site 32. The Navy and DTSC will conduct a formal Proposed Plan/Draft RAP presentation during the first hour of the meeting, which will be followed by a Navy open house until 8:30. Highlights of the Proposed Plan/Draft RAP will be presented at various information displays during the open house. You will have the opportunity to visit these displays at your own pace, discuss, and ask questions about the Proposed Plan/Draft RAP one-on-one with representatives of the Navy and DTSC. You will also have the opportunity to formally comment on the Navy's decision that no further action is required for Site 32 as presented in this Proposed Plan/Draft RAP during both the presentation and open house.

Public Comment Period

September 16 through October 17, 2011

We encourage you to comment on this Proposed Plan/Draft RAP during the public comment period. You may provide comments on the Proposed Plan/Draft RAP orally at the public meeting or submit your comments in writing at or after the public meeting. You may mail or e-mail written comments on this Proposed Plan/Draft RAP to the Navy contact person provided on page 11, postmarked no later than October 17, 2011.

7.0 GLOSSARY OF TERMS

Administrative Record – Reports and historical documents used to select remediation or environmental management alternatives.

Base Realignment and Closure (BRAC) – Program established by Congress under which Department of Defense installations undergo closure, environmental cleanup, and property transfer to other federal agencies or communities for reuse.

Benzo(a)pyrene (B(a)P) – A member of a class of chemicals called polycyclic aromatic hydrocarbons, which may cause an increase in the risk of cancer.

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) – A federal law designed to identify and cleanup sites contaminated with hazardous substances that may endanger public health or the environment.

Department of Toxic Substances Control (DTSC) – A part of the Cal/EPA and California's lead environmental regulatory agency. Its mission is to protect public health and the environment from toxic substances.

Enhanced Aerobic Bioremediation – A cleanup technology that accelerates naturally occurring in-situ biodegradation of petroleum hydrocarbons by providing oxygen to indigenous microorganisms in the subsurface.

Environmental Baseline Survey (EBS) – An environmental report setting forth all existing information related to storage, release, treatment, or disposal of hazardous substances or petroleum products on the property to determine whether there has been a release or threatened release of any hazardous substance or petroleum product.

Field Activity Report (FAR) – An environmental report that documents activities conducted in the field and may include information such as sampling results, unanticipated field conditions, and deviations from the work plan.

Groundwater – Water below the ground surface in rock or sediment.

Human Health Risk Assessment (HHRA) – An analysis of the potential adverse human health effects caused by exposure to hazardous substances released from a site.

Installation Restoration (IR) – The IR Program is the Department of Defense's comprehensive

program to investigate and clean up environmental contamination at military facilities in full compliance with CERCLA.

National Oil and Hazardous Substances Pollution Contingency Plan (NCP) – The regulatory basis for government responses to oil and hazardous substances spills, releases, and sites where these materials have been released.

National Priorities List (NPL) – The federal list of Superfund sites nationwide. NPL sites are considered high priority for cleanup under the federal Superfund program. NAVSTA TI is not on the NPL.

Polychlorinated Biphenyls (PCB) – Mixtures of up to 209 individual chlorinated compounds. Many commercial PCB mixtures are known in the U.S. by the trade name Aroclor. PCBs have been used as coolants and lubricants in transformers, capacitors, and other electrical equipment because they do not burn easily and are good insulators. Their use in the U.S. was banned in 1978.

Preliminary Assessment (PA) – An assessment of information about a site and its surrounding area designed to determine whether a site poses little or no threat to human health and the environment or, if it does pose a threat, whether the threat requires further investigation.

Preliminary Remediation Goals (PRG) – Contaminant concentrations in environmental media (soil, air, and water) that EPA considers to be health protective of human exposures (including sensitive groups), over a lifetime.

Proposed Plan/Draft Remedial Action Plan (RAP) – A document that summarizes the Navy's recommended or preferred cleanup actions, explains the reasons for recommending them, and solicits comments from the community. The RAP is required under California HSC Section 25356.1 for sites that are not listed on the NPL. A Draft RAP is the California HSC equivalent of the Proposed Plan.

Receptor – Any organism (human, animal, or plant) that may be exposed to site contaminants.

Record of Decision/Final RAP (ROD/Final RAP) – A decision document that identifies the remedial alternatives chosen for implementation at a CERCLA site; the ROD/Final RAP is based on information from the RI report and on public comments and community concerns. A Final RAP is the California HSC equivalent of the ROD.

Remedial Action – The actual construction or implementation phase of CERCLA site cleanup. The remedial action is based on the specifications described in the ROD.

Remedial Investigation (RI) – An investigation designed to evaluate the nature and extent of contamination and to estimate human health and ecological risks posed by chemicals of potential concern at a site.

Regional Water Quality Control Board (Water Board) – The California water quality authority, which is part of the Cal/EPA. Its mission is to preserve, enhance, and restore California's water resources.

Risk Management Range – The risk management range, established by EPA, is a guideline for making risk management decisions. The range is considered to represent an excess lifetime cancer risk that is acceptable.

Screening-Level Ecological Risk Assessment (SLERA) – An analysis of the potential negative ecological effects to plants and animals caused by exposure to hazardous substances released from a site.

Site Inspection (SI) – A study where environmental and waste samples are collected to determine what hazardous substances are present at a site and if these substances are being released to the environment.

Superfund Amendments and Reauthorization Act (SARA) – SARA amended CERCLA on October 17, 1986, making several important changes and additions to the program, including new enforcement authorities and settlement tools.

Total Petroleum Hydrocarbons (TPH) – Petroleum hydrocarbons are organic compounds that contain only carbon and hydrogen. TPHs refer to mixtures of petroleum-based hydrocarbon constituents such as those found in gasoline, diesel fuel, and motor oil.

Toxic Substances Control Act (TSCA) – A federal law that addresses the production, importation, use, and disposal of specific chemicals including PCBs, asbestos, radon, and lead-based paint.

Unacceptable Risk – A quantification of potential harm to humans, animals, or plants from exposure to contaminants at elevated levels. An unacceptable risk means there is a threat to human health or the environment from exposure to contaminants at

elevated levels requiring that a remedial action be taken.

U.S. Environmental Protection Agency (EPA) – The federal regulatory agency responsible for administration and enforcement of CERCLA (and other federal environmental regulations).



FORMER NAVAL STATION TREASURE ISLAND
Installation Restoration Site 32 Former Training and Storage Area

PUBLIC MEETING
September 27, 2011
6:30 – 8:30 p.m.
Casa de la Vista, Building 271
Treasure Island
San Francisco, CA

PROPOSED PLAN/DRAFT RAP COMMENT SHEET

The public comment period for the Proposed Plan/Draft RAP for Installation Restoration Site 32, the Former Training and Storage Area, at Former Naval Station Treasure Island, San Francisco, California, is from **September 16 through October 17, 2011**. You may provide oral comments at the public meeting listed above, where all comments will be recorded by a court reporter. Alternatively, you may provide written comments in the space provided below or on your own stationery. All written comments must be postmarked no later than **October 17, 2011**. After you complete your comments and your contact information, please mail this form to the address provided on the reverse side. You may also submit this form to a Navy representative at the public meeting. Comments are also being accepted by e-mail; please address e-mail messages to james.b.sullivan2@navy.mil. Comments are also being accepted by fax: (619) 532-0983.

Name: _____

Representing (optional): _____

Address (optional): _____

Phone number (optional): _____

Please check the appropriate box if you would like to be added to or removed from the Navy's Environmental Mailing List for Treasure Island: ☐ Add me ☐ Remove me

Comments:



James Sullivan
BRAC Program Management Office West
1455 Frazee Road, Suite 900
San Diego, CA 92108-43101

Fold here and seal

INFORMATION REPOSITORIES

Two information repositories and the administrative record provide public access to technical reports and other IR Program information that support this Proposed Plan/Draft RAP.

San Francisco Public Library
Government Publications Section
100 Larkin Street
San Francisco, California 94102
(415) 557-4400

Navy BRAC Caretaker Support Office
1 Avenue of the Palms, Suite 161
Treasure Island
San Francisco, California 94130
(415) 743-4729

Administrative Record File
ATTN: Diane Silva, Command Records
Manager
NAVFAC Southwest
1220 Pacific Highway
Code EV33, NSDB Building 3519
San Diego, California 92132
(619) 556-1280
diane.silva@navy.mil

Administrative Record hours are 8 a.m. to 5 p.m. Monday through Friday. Documents may not be removed from the facility; however, they may be photocopied. Please contact Ms. Silva to make an appointment.

Site 32 documents are available in the information repositories and in the administrative record locations listed above. Other information such as meeting minutes and fact sheets related to Site 32 can be found on the Navy's website at www.bracpmo.navy.mil. Select "Prior BRAC," then "Former Naval Station Treasure Island."

PROJECT CONTACTS

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San Diego, CA 92108-4310



**Proposed Plan/Draft Remedial Action Plan for
Installation Restoration Site 32
Former Training and Storage Area
Former Naval Station Treasure Island
San Francisco, California**

From: "Valmassy, Tommie Jean" <tommiejean.valmassy@tetrattech.com>
To: "Sullivan, James B CIV OASN (EI&E), BRAC PMO West" <james.b.sullivan2@navy.mil>
Date: 09/20/2011 10:28 AM
Subject: Announcing a Navy Document Available for Review, and Public Meeting

Announcing a Navy Document Available for Review, and Public Meeting

The Department of the Navy, in coordination with state Department of Toxic Substances Control [DTSC] and Regional Water Quality Control Board and federal environmental regulatory agencies, encourages the public to comment on the Proposed Plan/Draft Remedial Action Plan (RAP) for Installation Restoration Site 32, at the former Naval Station Treasure Island in San Francisco, California. Comments may be submitted in writing during the public comment period or may be presented verbally or in writing at the public meeting.

The Navy invites the public to review and comment on the Proposed Plan/Draft RAP during the 30-day public comment period from September 16 through October 17, 2011. Written public comments must be postmarked or e-mailed no later than October 17, 2011. **Please send comments to Mr. James B. Sullivan**, Navy BRAC PMO West, 1455 Frazee Road, Suite 900, San Diego, California 92108-4310, james.b.sullivan2@navy.mil, (619) 532-0966, or Ms. Remedios Sunga, DTSC Project Manager, 700 Heinz Avenue, Suite 200, Berkeley, California 94710, rsunga@dtsc.ca.gov, (510) 540-3840.

Everyone on the Navy's hard copy mailing list received a copy of the PP/Draft RAP in the mail. It can also be found in the information repositories and on the Navy's website at the following link:

http://www.bracpmo.navy.mil/base_docs/treasure_island/documents/enviro_docs/II_Site32_ProposedPlan_Sept_2011.pdf

The Navy will host a public meeting to present the Proposed Plan/Draft RAP and to accept verbal and written comments. The Navy will conduct a formal presentation at 6:30 p.m. This presentation will be followed by a Navy open house until 8:30 p.m., when you can view information displays at your own pace and speak one-on-one with representatives of the Navy and the regulatory agencies.

Date: Tuesday, September 27, 2011

Time: 6:30 p.m. to 8:30 p.m.

Location: Casa de la Vista

191 Avenue of the Palms, Building 271

Treasure Island, San Francisco, California 94130

Contact James B. Sullivan if you have any questions.

Tommie Jean Valmassy | Communications Manager

Direct: 510.302.6232 | Main: 510.302.6300 | Fax: 510.433.0830


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ARTS & ENTERTAINMENT | SEPTEMBER 30, 2011

The Air, and Music, Get Cooler

By JOHN JURGENSEN

The behemoth music gatherings of summer have come and gone, clearing the field for a more petite breed of festival this fall.

Unlike, say, Bonnaroo in Tennessee, which last July teemed with 200 acts and an audience of 85,000, next month's Treasure Island Music Festival will top out at 15,000 daily and host a mere 26 bands on a spit of land in the San Francisco Bay. "It's almost the anti-festival," says Allen Scott, executive vice president of Another Planet Entertainment, co-producer of the two-day event.



In contrast to summer concert juggernauts, fall's music offerings are smaller and marketed to appeal to the "discerning fan," John Jurgensen reports on Lunch Break.

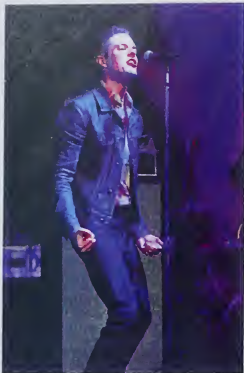
Treasure Island, entering its fifth year on Oct. 15, will devote one day to dance music and the other to indie rock, with headliners including Australian electronic group Empire of the Sun and alt-pop stalwarts Death Cab for Cutie. But the promise of views of the Golden Gate Bridge, no overlapping sets, and elbow room on the grass are equally important draws for the festival's target audience, Mr. Scott says. "It's a little more of a discerning fan."

Across the country, dozens of festivals have taken root in the fall, styled by promoters as boutique events with carefully edited lineups. In reality, they have no choice but to be relatively intimate affairs—most A-list acts would rather max out their

exposure on the summer circuit. And while school is in session, it's difficult for organizers to pull long-distance travelers. With ticket sales down in the concert industry overall this year, even a regional audience doesn't come easy. In South Florida, the Langerado festival, which was scheduled to host Death Cab for Cutie, Arctic Monkeys and others next weekend, was recently cancelled due to poor ticket sales for the second time since its debut in 2003.

As big summer fests grow increasingly catch-all, fall events play up their niche appeal. Moogfest was launched last year as a tribute to the late Bob Moog, inventor of a namesake synthesizer manufactured in Asheville, N.C. Acts with a brainy sensibility (Flaming Lips, Moby, TV on the Radio) will converge there Oct. 28-30.

The hook for All Tomorrow's Parties event starting Friday in Asbury Park, N.J., is that members of the headlining band, Portishead, curated the lineup. Their coup, announced nine months ago, was the booking of Jeff Mangum, formerly of the '90s group Neutral Milk Hotel. As influential (in indie rock circles) as he is elusive, Mr. Mangum hasn't toured in a decade.



WireImage/Getty Images

Brandon Flowers of The Killers, who will play the Orlando Calling festival Nov. 12.

At least one new festival is hoping fall offers fertile ground for expansion. On Veteran's Day weekend, a London-based promoter is launching Orlando Calling, a two-day, four-stage event, aiming straight for the mainstream with a bill topped by the Killers, Kid Rock, The Raconteurs and, in his first festival appearance in 31 years, Bob Seger.

For Melvin Benn, whose company Festival Republic is majority-owned by music giant Live Nation and known for producing the grand-scale English happenings at Leeds and Reading, it's the first U.S. festival he has mounted since the 1990s. He says the mayor of Orlando offered an attractive rental rate on the city-owned Citrus Bowl stadium.

Also attractive to the promoter: the likelihood of balmy weather in November, and the ability to offer a fly-in, fly-out gig to acts who might otherwise avoid the expense of routing a concert tour of their own through Florida. Mr. Benn predicts a turnout of 30,000 people per day at Orlando Calling, and says he has the option and intention of making the festival an annual event. "Will I break even this year? Maybe. Not impossible."

Write to John Jurgensen at john.jurgensen@wsj.com

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Empire of the Sun • Death Cab for Cutie
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& MORE

The Federal Government Actually Used to Fund San Francisco Theatrical Productions

By Amy Brady

published: Thu., Sep. 29 2011 @ 3:38PM



Courtesy of the San Francisco Public Library

Here's an interesting bit of history. Between 1936 and 1939, the American federal government paid San Francisco theater workers to do what they did best: write plays and put on shows.

The San Francisco Federal Theatre Project was part of Franklin Roosevelt's nation-wide relief program to put starving artists of the Depression back to work. At its height the Federal Theatre Project funded more than 13,000 workers in 31 states and produced plays for an audience of over 30 million, many of whom had never previously seen a live theatrical performance.

Two Federal Theatre groups operated in San Francisco. The first group organized in 1936 and performed at the Alcazar Theatre, when it was still located at 260 O'Farrell Street.





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Prelinger Archives Show How San Francisco Has Always Struggled with Change

By Matt Smith Wednesday, Sep 28 2011

Comments (0) A A A

Megan Shaw Prelinger is proud that her private library — tucked into a former warehouse at 301 Eighth St. (at Folsom) and open to the public on Wednesdays — is a global destination for researchers, artists, and authors. But she takes particular satisfaction in field-trip visits from nearby high schools.

"They freak," Prelinger says.

"They'll come in here and they'll say, 'I've never been allowed to handle an old book before.'"

The Prelinger Library collection includes 40,000 publications: pamphlets, programs, magazines, and maps. When they were made they were timely, relevant to a narrow audience, and meant to be eventually thrown away — not shelved in a library. They vividly document the look, feel, and popular imagination of times past.

"People raised in a digital environment have an enhanced sensitivity to the irreproducible tactile sensation of enjoying a book," Shaw Prelinger says. "There's a sense of breaking through a barrier between their own digital-media everyday life, and the physical world."

San Francisco adults also inform their view of the world by gazing into a contrived universe. I'm not talking about thirty-somethings addicted to video games. I'm referring to a San Francisco civic culture driven by nostalgia, and a constant pining to preserve or recapture a past that never was, and certainly can never be again.

A decade ago, this world view found expression in a backlash against development driven by a surge in tech-company

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investment. Oldsters cherished the idea that they were part of antique San Francisco, as contrived by columnist Herb Caen. Youngsters came to the city versed in tales of a 1967 Human Be-In at Golden Gate Park. Both groups were appalled to see live-work condominiums sprout up. Some took solace in the idea of freezing San Francisco and returning it to a halcyon time.

Now, quietly and incrementally, San Francisco's economy and development environment are moving toward a reprise of 1999's dot-com boom. Tech companies like Twitter are hiring in droves, and the corresponding influx of white-collar workers is driving up rents, said Tim Colen, executive director of the Housing Action Coalition, a smart-growth nonprofit. Recent approval of tens of thousands of units of housing and commercial development at projects such as ParkMerced, Treasure Island, Hunters Point, and Rincon Hill mean that locals will see cranes and construction workers, a sight that in years past has inspired a panic that development might change San Francisco irreparably.

Time spent in the Prelinger Library's stacks suggests that San Francisco is constantly changing. In fact, the most interesting aspects of bygone eras can be found in how previous generations adapted to change.

The collection is based on the principle that literature found in ordinary libraries — such as novels or history books — doesn't always present a detailed, precise, or even accurate measure of what the world used to be like.

"Magazines, pamphlets, brochures, and the like contain micro-narratives, little stories that don't always make it into books," Shaw Prelinger says.

She opens a volume and turns to the January 1940 issue of *National Safety News*.

In it she finds an early telephone advertisement showing a white woman with a blissful smile beneath text describing an America "united by telephone."

During the 1930s and '40s, when that earlier technological revolution was transforming society, telephone companies sought to soften the shock of the new by depicting the device as familiar and comfortable: Advertisers created the idea of the telephone as a caring mother eager to bring our national family closer together.

"This is social change through technology. It's gender history," Shaw Prelinger says. "It shows us a picture we don't see anymore, of what life used to look like."

After spending a couple of hours in the stacks in late August with Shaw Prelinger, I paid a follow-up visit in mid-September with my

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daughter, Olivia, to see the map collection being amassed by Megan's husband, Rick Prelinger. Olivia's third-grade class has been learning about maps, and I thought she might like to see some grand San Francisco specimens.

Rick Prelinger enjoyed ephemeral fame when the Library of Congress acquired his Prelinger Archive of old educational films in 2002. He has also collected a trove of old military aviation maps, U.S. Geological Survey topographical maps, and commercial maps depicting places such as San Francisco. For an adult raised on classroom globes and gas-station maps, the Prelinger collection provides a paradigm-busting shock akin to the one it gives teenagers unused to tangible media.

Rick Prelinger shows me one U.S. military aviation map about the size of a card table. In the bottom right corner is San Francisco. The Pacific coast stretches up the right side through Washington and Canada. Across the top we see the southern coast of Alaska up to the 53-mile-wide Bering Strait. This strip of land continues along the left side of the map as Russia's east coast, then as Sakhalin Island, and then Japan. It had not occurred to me that it's (theoretically) possible to walk to Japan with only around 200 miles of boat rides. We really are connected with the rest of the world.

We see a map made around the time of the 1939 Golden Gate International Exposition. Unlike today's satellite-view style maps, it depicts the city from above and behind the Ferry building, with Market Street and its tributaries fanning away from what used to be San Francisco's major transportation hub. Free parking, now seen as a historic birthright, used to be an irrelevancy for many San Franciscans.

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Performance schedule released for Treasure Island Music Festival

Baltimore, MD duo, Beach House By Robyn Chelsea-S..., SF Music News Examiner
perform at Treasure Island Music
Festival

Credits: Carpark Records

The 2011 Treasure Island Music Festival released its full day schedule for both Saturday and Sunday, October 15th and 16th. (see schedule below)

The event, featuring Death Cab for Cutie, Empire of the Sun, Explosions in the Sky, St. Vincent, Thee Oh Sees, Battles, Dizzee Rascal, the Hold Steady, Shabazz Palaces, the Antlers, Warpaint and more, ensures no one performs at the same time by staggering set times across two stages thus providing uninterrupted music from all 26 acts at the festival.

Amazingly, a limited number of tickets and on island parking are still available for the festival - not sure what anyone is waiting for though. Fans can get 2-day and single day VIP and GA tickets - which include complimentary parking at Lot A at AT&T Park in San Francisco and a shuttle ride directly to the gate. If you don't care to take the shuttle, on island parking passes are being offered for the first time this year. Seriously, what are you waiting for. Consider this your personal invitation to act fast!

Spotlight on Beach House

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Beach House hasn't performed in San Francisco since early 2011, which makes their Treasure Island appearance all the more magical. On top of this rare performance we can expect to hear new material when they take the stage in a little over three weeks. They've revealed a new song that is clearly evolving every time they perform it live. The latest version of this "experimental" song was recorded at the ATP Festival in London in late July.

Spotlight on Flying Lotus

Flying Lotus never seems to sit still. When he's not putting out groundbreaking music or running his label, **BrainFeeder** he dabbles in everything else. Fly Lo is teaming up with multi-media filmmaker **Miwa Matreyek** to create *The Mapping of Countries Yet To Come*. This new multimedia project is an interactive, animated film scored by Flying Lotus and is inspired by the sights and sounds of northeast Los Angeles. It premieres at The Center for the Arts, Eagle Rock in June 2012.



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Treasure Island Music Festival Schedule:

Saturday October 15 or "Electro Day"

- 12:00-12:45pm - GEOGRAPHER (Bridge Stage)
- 12:45-1:25pm - ALOE BLACC (Tunnel Stage)
- 1:30-2:15pm - SHABAZZ PALACES (Bridge Stage)
- 2:15-2:55pm - YACHT (Tunnel Stage)
- 3:00-3:45pm - THE NAKED & FAMOUS (Bridge Stage)
- 3:45-4:30pm - BATTLES (Tunnel Stage)
- 4:35-5:25pm - DIZZEE RASCAL (Bridge Stage)
- 5:25-6:10pm - BURAKA SOM SISTEMA (Tunnel Stage)
- 6:15-7:05pm - CHROMEO (Bridge Stage)
- 7:05-7:50pm - FLYING LOTUS (Tunnel Stage)
- 7:55-8:45PM - CUT COPY (Bridge Stage)
- 8:45-9:30pm - DEATH FROM ABOVE 1979 (Tunnel Stage)
- 9:35-10:50pm - EMPIRE OF THE SUN (Bridge Stage)

Sunday October 16 or "Indie Day"

- 12:00-12:40pm - THEE OH SEES (Bridge Stage)

12:40-1:20pm - WEEKEND (Tunnel Stage)

1:25-2:05pm - THE ANTLERS (Bridge Stage)

2:05-2:45pm - WARPAINT (Tunnel Stage)

2:50-3:35pm - ST. VINCENT (Bridge Stage)

3:35-4:15pm - WILD BEASTS (Tunnel Stage)

4:20-5:10pm - STEPHEN MALKMUS & THE JICKS (Bridge Stage)

5:15-5:55pm - THE HEAD AND THE HEART (Tunnel Stage)

6:00-6:50pm - BEACH HOUSE (Bridge Stage)

6:50-7:35pm - FRIENDLY FIRES (Tunnel Stage)

7:40-8:30PM - EXPLOSIONS IN THE SKY (Bridge Stage)

8:30-9:15pm - THE HOLD STEADY (Tunnel Stage)

9:20-10:35pm - DEATH CAB FOR CUTIE (Bridge Stage)

Ticket Info

Single Day Tix - \$69.50

Regular 2-Day Ticket - \$125.00

VIP TICKETS

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VIP 2-Day Ticket - \$219.50

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Robyn Chelsea-Seifert, SF Music News Examiner

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« The dirty dozen rides again | Main |

Schoolyard to market

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Healthy bodies and competent minds are two prerequisites for young people to thrive in high school and beyond, but many of today's youth are starting their adult lives with poor habits and insufficient life skills. The Schoolyard to Market Program is a youth entrepreneurship program in which students grow produce in school gardens and sell it at the Ferry Plaza Farmers Market. The program is a partnership between CUESA (operators of the farmers market) and the San Francisco Green Schoolyard Alliance.

Our pilot Schoolyard to Market Program was conducted this past spring with students at the John O'Connell High School of Technology in San Francisco's Mission District and the [Life Learning Academy on Treasure Island](#). Students created and executed a business plan. They learned directly from local farmers, school garden coordinators and other experts, performed hands-on work in the school garden, and took field trips to the farmers market and local farms such as Achadinha Cheese Co, Flatland Flower Farm, Little Organic Farm, and Devoto Gardens.

The culmination of this pilot project was the opportunity for the students to sell their garden products directly to the public at the farmers market. "It was definitely a powerful experience to see them interacting with the other farmers and sellers," says Life Learning Academy (LLA) instructor Karuna Schweig. "They were stepping into a really professional role, and interacting with the farmers as peers." Craig Miller, the vice principal at LLA, agrees. "The experience did exactly what we hoped it would; it exposed them to people, places, and events they otherwise wouldn't be exposed to, and it moved their education beyond our classrooms and into their communities."

Now that schools are back in session, the program is starting up again. Refinements and additional experiences will be introduced. By next spring, we hope to bring a third school into the program. Who knows? In a few years, there just may be a chapter of FFA operating in a San Francisco High School!



Fall means apples- red, green, sweet, tart- something for every taste and use!

Editor's note: This is an SFGate.com City Brights Blog. These blogs are not written or edited by SFGate or the San Francisco Chronicle. The authors are solely responsible for the content.

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**Treasure Island /Yerba Buena Island
Citizens Advisory Board
Meeting Agenda**

**Tuesday, October 4, 2011
6:00-8:00 PM**

**San Francisco City Hall, Room 201
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102**

For further information about the meeting please contact Matt Kruczynicki at (415) 554-6959

- I. Roll Call
- II. Approval of April 19, 2011 CAB Minutes
(Action Item)
- III. TIDA Staff Updates (15 min) (Information Item):
 - a) Treasure Island Development Authority Board
 - b) Legislative
 - c) Development Schedule
 - d) Bay Bridge
 - e) Job Corps
 - f) Island Clean-Up
- IV. Treasure Island/Yerba Buena Island Development Project - General Update (30 Minutes) (Informational presentation only)
- V. Future Agenda Items (5 min) (Action Item)
- VI. Announcements from Board members (5 min)
- VII. Public Comments (15 min)
- VIII. Adjourn

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interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6959 or 274-0660 at least 48 hours before a meeting.

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The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

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Treasure Island Website

Check out the Treasure Island website at www.sfgov.org/treasureisland to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

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For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at Donna_Hall@sfgov.org. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at <http://www.sfbos.org/index.aspx?page=4459>

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<richard.rovetti@sfgov.org>
Date: 10/07/2011 11:00 AM
Subject: Treasure Island Wines Receives Prestigious Global Recognition

Dear Mirian,

On behalf of Treasure Island Wines I am delighted to share our most recent global recognition with you.

This week, Treasure Island Wines was honored with a very competitive and prestigious global award from The Great Wine Capitals Global Network and Legendary Napa Valley - we received a A Regional Award of Merit for Innovative Wine Tourism.

The press release is attached. The PR blitz begins today.

We have more exciting news that we will be able to release to you soon.

Kind regards,

Louise

Louise M. Felsher, CMP, CMM
Director of Marketing & Events
Treasure Island Wines - The First Winery and Tasting Room on Treasure Island
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My most recent cover story for Smart Meetings Magazine:
<http://www.smartmeetings.com/event-planning-magazine/2011/08/tips-from-the-top>



2012 GWC Winners_Photo courtesy of Jason Tinacci.jpg GWC Best Of Winners Press Release FINAL.docx

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2012 GWC Winners_Photo courtesy of Jason Tinacci.jpg GWC Best Of Winners Press Release FINAL.docx



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For immediate Release:

**GREAT WINE CAPITALS GLOBAL NETWORK ANNOUNCES THE
SAN FRANCISCO | NAPA VALLEY
2012 REGIONAL BEST OF WINE TOURISM AWARD WINNERS**

**SAN FRANCISCO | NAPA VALLEY INNOVATORS RECEIVE ACCOLADES FOR
EXCELLENCE IN WINE TOURISM**

NAPA VALLEY, Calif. (October 5, 2011) – As one of the globally renowned “Great Wine Capitals,” San Francisco | Napa Valley is home to the founders of America’s fine wine industry and legendary entrepreneurs whose pioneering spirit, passion for winemaking and dedication to preservation have enabled The Napa Valley to become the highly acclaimed wine, food, arts and wellness destination that it is today.

With San Francisco’s close proximity to the Napa Valley, the rare opportunity to explore and experience one of the best wine regions in the world is within easy reach. San Francisco is repeatedly named one of the top food and wine destinations in the world and many of the gateway city’s restaurants showcase Napa Valley’s fine red, white and sparkling wines on their wine lists. Additionally, San Francisco is home to several of its own wineries and tasting rooms that feature wine made from Napa Valley varietal grapes.

Each year, with the Best Of Wine Tourism Awards, the Great Wine Capitals Global Network (GWCGN) offers hospitality leaders throughout San Francisco and The Napa Valley the opportunity to showcase their best practices in wine tourism and acknowledges the achievements of leading innovators.

There are seven categories in which “Best Of” awards are presented: accommodations, restaurants, architecture & landscape, art & culture, innovative wine tourism experiences, wine tourism services, and sustainable wine tourism practices.

An additional level of recognition – “Great Wine Capitals Regional Best Of Wine Tourism Awards of Merit” – was added during the judging in 2011 at the insistence of the jury to acknowledge the extremely high quality of multiple entrants in several categories.

2012 San Francisco | Napa Valley Regional Winners

Accommodation – Meadowood Napa Valley has been recognized with the 2012 Great Wine Capitals Best Of Wine Tourism Award for Accommodation because of the high calibre of experience it offers wine tourism guests, including three-star Michelin dining in The Restaurant at Meadowood and a full-time Master Sommelier on staff directing wine education. Additionally, Meadowood Napa Valley annually hosts several notable wine-focused events that successfully market the Napa Valley as America’s premier wine tourism destination including Auction Napa Valley and the Symposium for Professional Wine Writers.

– 2012 Awards of Merit in Accommodation – Auberge du Soleil, Bardessono, and Villagio Inn & Spa

Wine Tourism Restaurants – The Wine Spectator Greystone Restaurant at The Culinary Institute of America has been recognized with the 2012 Great Wine Capitals Best Of Tourism Award for Wine Tourism Restaurants because of the multiple educational opportunities it offers guests including access to view chefs and students in open teaching kitchens; educational tips on its wine list offering flights of wines to compare and contrast varietals, winemakers and vintages; and their weekly series of wine tasting events with the Napa Valley Vintners that give visitors the chance to meet and interact with local vintners.

Architecture & Landscape – Sterling Vineyards has been recognized with the 2012 Great Wine Capitals Best Of Tourism Award for Architecture & Landscape because it continues, more than 40 years after its founding, to be an architectural landmark, with unique Mediterranean/Greek Island-inspired architecture, and a landscape treasure with its many terraces showcasing 360-degree views of the Napa Valley and the environs of its surrounding agricultural preserve. Sterling Vineyards’ self-guided tour and tram transportation further enhance the wine tourism experience.

– 2012 Award of Merit in Architecture & Landscape – Duckhorn Vineyards

Art and Culture – The Hess Collection has been recognized with the 2012 Great Wine Capitals Best Of Tourism Award for Art and Culture because of its continued success and leadership in connecting the worlds of wine and art in a unique combination that allows guests an experience that touches the senses in many ways. With a combination of perception, passion and insightfulness, Donald Hess personally selects works of international contemporary art, creating a collection that is both thought provoking and inspirational. As a body of work in itself, The Hess Art Collection represents an extraordinary and ever-expanding, in-depth look at over

sixty artists and is acknowledged as one of the largest collections of its kind.

– 2012 Award of Merit in Art and Culture – Ma(i)sonry Napa Valley

Innovative Wine Tourism Experiences – Cakebread Cellars has been recognized with the 2012 Great Wine Capitals Best Of Tourism Award for Innovative Wine Tourism Experiences to acknowledge a quarter century of leadership in making wine and food education available to its guests. Today, Cakebread offers 13 innovative wine tasting and culinary experiences, updated seasonally to take advantage of fresh produce (much of it grown on site) and other food items.

– 2012 Awards of Merit in Innovative Wine Tourism Experiences – Castello di Amorosa, Ma(i)sonry Napa Valley, Round Pond, and Treasure Island Wines (San Francisco).

Wine Tourism Services – Pure Luxury Transportation has been recognized with the 2012 Great Wine Capitals Best Of Tourism Award for Wine Tourism Services because of the level of customization and expertise it offers visitors seeking the ultimate Napa Valley experience, as well as its aggressive environmental policies as a Certified Green transportation company.

– 2012 Award of Merit for Wine Tourism Services – Beau Wine Tours & Limousine Service

Sustainable Wine Tourism Practices – CADE Estate Winery has been recognized with the 2012 Great Wine Capitals Best Of Tourism Award for Sustainable Wine Tourism Practices because of its passionate dedication to the environment as the Napa Valley's first organically farmed, LEED Gold Certified Winery.

– 2012 Award of Merit for Sustainable Wine Tourism Practices – Ma(i)sonry Napa Valley

All regional "Best Of" award winners will now move forward to compete for an international award, which will be judged by an international panel of respected wine tourism professionals and presented at the annual meeting of the Great Wine Capitals Global Network, which will be held in late October in Mainz | Rheinhessen, Germany. One International Best Of Wine Tourism Award will be given to the business in each region that exemplifies the best practices and innovation in that area.

"We congratulate the 2012 San Francisco | Napa Valley regional Best Of award winners, and thank them for their ongoing dedication to providing world-class wine tourism experiences to our guests," said Clay Gregory, president and CEO of The Napa Valley Destination Council. "The Best Of awards present a wonderful opportunity for local businesses to shine and showcase their unique offerings on an international level."

"We are proud to be part of Great Wine Capitals Global Network and to see our members recognized in the 2012 Best Of Wine Tourism Awards," said Joe D'Alessandro,

president and CEO of the San Francisco Travel Association. "For our visitors, the wine country experience begins in San Francisco, where Napa's fine wines compliment some of the finest dining in America, and continues just an hour to the north in the beautiful vineyards of the Napa Valley."

The Best Of Wine Tourism Awards were determined by a panel of judges within the industry and from the San Francisco | Napa Valley region. This year's regional judges included Michael Dellar of Lark Creek Restaurant Group, Colby Smith of the Concierge Alliance of Napa Valley and Sonoma (CANVAS), Mike Gallagher, owner of CITYPASS and board member of Visit California, and Holly Krasner, Napa Valley marketing consultant.

"The group of entrants this year was stellar and the decision process was very difficult for the jury," commented Michael Dellar. "There was a depth of excellent entries in each category to consider, which really shows why San Francisco | Napa Valley is a leader in offering compelling and innovative wine tourism experiences."

###

About The Napa Valley

Napa Valley is home to the founders of America's fine wine industry – legendary entrepreneurs who showed the world that the art of winemaking had crossed continents – and is prized for its natural beauty, phenomenal culinary scene, world-class hotel accommodations, robust arts community, and one-of-a-kind wellness experiences including the region's famed spas, mud baths and healing geo-thermal springs. The area was voted the World's #1 Food & Wine Destination in the 2010 TripAdvisor® Travelers' Choice® Awards, and in partnership with San Francisco is internationally recognized as one of only nine "Great Wine Capitals." Visit www.LegendaryNapaValley.com for more information.

About Great Wine Capitals Global Network

Founded in 1999, the Great Wine Capitals Global Network is an alliance of nine internationally renowned wine regions - Bordeaux, France; Cape Town, South Africa; Christchurch-South Island, New Zealand; Florence, Italy; Mainz-Rheinhessen, Germany; Mendoza, Argentina; Porto, Portugal; Bilbao-Rioja, Spain and San Francisco-Napa Valley, USA. The international Best Of Wine Tourism awards serves as an industry benchmark for excellence and recognizes leading wineries and wine-tourism related businesses within each Great Wine Capital that have distinguished themselves in areas such as innovation, service and sustainable practices. For more information visit <http://www.greatwinecapitals.com>.













AGENDA ITEM 6 (b)
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 12, 2011

Subject: Resolution Approving and Authorizing Changes to the Interim Subleasing Policy and Adoption of Fiscal Year 2011/12 Minimum Monthly Rental Rate Schedule.

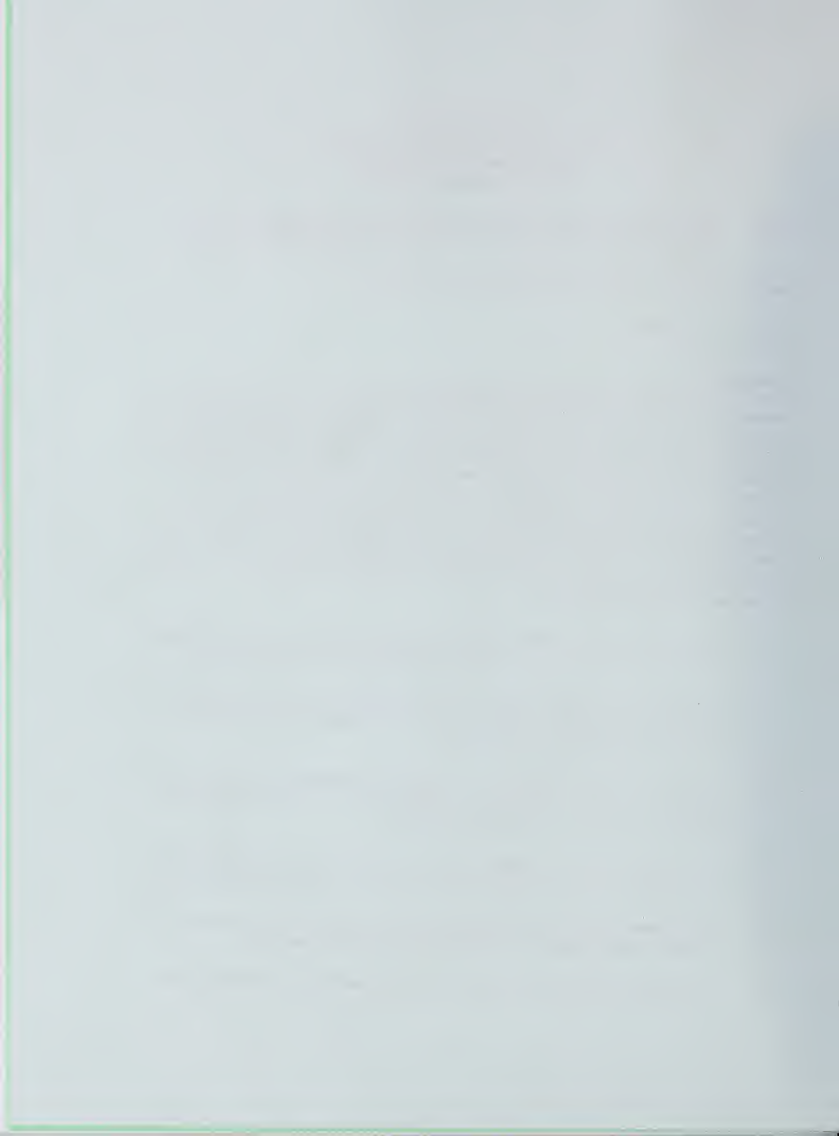
Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

During the interim period preceding transfer of the real property from the US Navy to the Treasure Island Development Authority (the "Authority"), the Authority earns operating revenue by subleasing property leased from the US Navy. On July 11, 2007, the Authority Board of Directors (Resolution No. 07-54-07/11) delegated authority to the Director of Island Operations to approve and execute subleases on behalf of the Authority, provided that the terms of said subleases met certain parameters as found in the Authority's Interim Subleasing Policy. Contained within the delegated authority is a schedule of minimum monthly rental rates for subleases which can be executed by the Director of Island Operations without Authority Board review and approval. The term "sublease" refers to both subleases and use permits for properties listed on the Minimum Monthly Rental Rate Schedule. Such delegated authority can only be executed under the following criteria.

1. The sublease is for a use that is consistent with the permitted use under the applicable Master Lease or License Agreement between the US Navy and the Authority;
2. The sublease is for space included in the current Minimum Monthly Rental Rate Schedule adopted by the Authority Board, and the sublease rent conforms to the Minimum Monthly Rental Rate Schedule;
3. The subtenant executes the Authority's standard form sublease or use permit with no alterations except for minor changes approved by the City Attorney or changes in insurance approved by the City Risk Manager;
4. The sublease term does not exceed month-to-month and is no greater than the term provided the Authority in its Master Lease or License Agreement with the US Navy;
5. The sublease may include one month of free rent for Early Entry for the construction of tenant improvements prior to the commencement of the term; and
6. The sublease includes a Security Deposit equal to two months of initial Base Rent.



The Authority's Interim Subleasing Policy describes how all subleasing and sublease renewals shall be conducted utilizing a standardized procedure with the objective of ensuring transparency in the terms and conditions of all transactions and agreements with third parties, and the resulting outcome being that of a streamlined subleasing procedure. The Interim Subleasing Policy provides for a periodic update of the Minimum Monthly Rental Rate Schedule. On December 8, 2010 the Authority Board updated its Minimum Monthly Rental Rate Schedule for 2010/2011. The Minimum Monthly Rental Rate Schedule sets the minimum sublease rental rates per square foot by type of use and facility.

During the past 12 months, demand for space on Treasure Island has remained high relative to the balance of San Francisco. Recent leasing activity has lowered the Authority's inventory of available warehouse, industrial and office space.

Project Staff has reviewed the existing appraisal report prepared by Carmeghi-Blum & Partners, Inc., as well as available commercial data including comparables of property similarly situated to that of Treasure Island, and has evaluated Authority transactions over the past year. The data demonstrates that the Authority's current Minimum Monthly Rental Rate Schedule is in line with current market conditions given the extraordinary limiting conditions of the properties and sublease terms. Therefore, the proposed Minimum Monthly Rental Rate Schedule is being amended to include additional properties but no rate increases are being proposed at this time. Moreover, Authority staff continues to have the ability to negotiate higher rates than those found in the Minimum Monthly Rental Rate Schedule.

PROPOSED CHANGES TO THE INTERIM SUBLEASING POLICY

Project Staff proposes to make two changes to the Interim Subleasing Policy. The first change allows existing subtenants to maintain its current Security Deposit amounts upon lease renewal provided there are no changes to the Premises. The second revision clarifies that the term "sublease" refers to both subleases and use permits for properties listed on the Minimum Monthly Rental Rate Schedule. The Authority executes use permits instead of subleases for those properties listed on the Minimum Monthly Rental Rate Schedule that are subject to a Navy License Agreement instead of a Navy Master Lease.

PROPOSED ADDITIONS TO FY 2011/12 MINIMUM MONTHLY RENTAL RATE SCHEDULE

Project Staff proposes to add Treasure Island Buildings 141, 448 and 449, and Yerba Buena Island Building 221 to the Minimum Monthly Rental Rate Schedule to be consistent with Navy Master Lease amendments that added these buildings to the portfolio of properties that the Authority leases from the Navy.

RENEWALS OF EXISTING SUBLEASES

The Interim Subleasing Policy allows for renewals of existing subleases at rental rates adjusted between 2% and 5% based on local market conditions. Project staff recommends negotiating between a 2% and 5% rent increase for renewals of existing subleases and permits scheduled to



expire on November 30, 2011. The Minimum Monthly Rental Rate Schedule includes a list of existing subleases that the Authority Board previously approved because they were not consistent with the parameters set forth in the Interim Subleasing Policy. Authority staff proposes to either enter into an amendment to sublease or a new sublease agreement with each of the existing subtenants, including the subtenants listed on the Minimum Monthly Rental Rate Schedule, on a month to month basis through November 30, 2012 at a rental rate of no less than the current rent payable under each sublease increased by a minimum of 2%, with a Security Deposit of two times the initial Base Rent, and otherwise on the same terms and conditions set forth in the existing sublease agreements.

RECOMMENDATION

The Project staff recommends that the Authority Board approve the proposed changes to the Interim Subleasing Policy attached hereto as Exhibit B and the amended Minimum Monthly Rental Rate Schedule attached hereto as Exhibit A. Upon adoption of this amended Minimum Monthly Rental Rate Schedule, the Director of Island Operations will be authorized to enter into subleases and permits and extensions of existing subleases and permits without specific Treasure Island Development Authority Board approval of each sublease, permit or extension, provided that: (i) the sublease, permit or extension conforms to all the approved subleasing parameters; or (ii) if the extension is for an existing sublease or permit, the term of the month to month extension will expire on November 30, 2012, the rental rate is no less than the current rent payable by such subtenant increased by a minimum of 2%, and the extension is otherwise on all of the terms and conditions of the existing sublease or permit. Project staff would not be authorized to enter into subleases, permits or extensions of existing subleases or permits at rental rates below those adopted or on terms and conditions that are not consistent with the parameters in the Interim Subleasing Policy without specific authorization from the Treasure Island Development Authority Board of Directors.

EXHIBIT:

EXHIBIT A – Amended Minimum Monthly Rental Rate Schedule

EXHIBIT B – Interim Subleasing Policy

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations



Exhibit A
FY 2011/12 Minimum Monthly Rental Rate Schedule

Building No.	Name	Highest and Best Use	Minimum Rental Rate psf
1	Administrative Building	Office	\$0.75
2	Hangar 2	Industrial	\$0.15
3	Hangar 3	Industrial	\$0.10
33	Former TI School	Office / Commercial	\$0.25
34	Commissary	Industrial	\$0.25
41	Building 41	Office / Storage	\$0.25
62	Building 62	Industrial	\$0.41
69	Shed	Industrial	\$0.20
111	Fire House	Industrial	\$0.25
140	Nimitz Conference Center	Office / Commercial	\$0.25
141	Building 141	Industrial	\$0.25
146	Gatehouse	Retail	\$1.25
180	Building 180	Industrial	\$0.25
183	Café	Retail	\$1.25
187	Chapel	Office / Commercial	\$0.50
201	Navy Exchange	Industrial	\$0.20
202	Coin Laundry/Credit Union	Industrial	\$0.10
216	RV Storage	Industrial	\$0.10
221 YBI	Office Storage	Industrial	\$0.50
225	DPW Hobby Shop	Industrial	\$0.25
229	Club House (Life Learning)	Office / Assembly	\$0.50
229 YBI	Tower	Office	\$0.10
258	Post Office	Industrial	\$0.05
261	Bowling Alley	Recreation / Industrial	\$0.05
264	PUC Shop	Industrial	\$0.25
265	Library	Office / Commercial	\$0.50
292	Warehouse	Industrial	\$0.10
298	Yacht Club	Office / Assembly	\$0.50
330	Gas Station	Industrial	\$0.05
346	Building 346	Industrial	\$0.25
384	Building 384	Industrial	\$0.25
401	Theater	Office / Commercial	\$0.05
454	Building 454	Industrial	\$0.25
448	Building 448	Industrial	\$0.25
449	Building 449	Commercial	\$0.50
520	Building 520	Industrial	\$0.25
530	Building 530	Industrial	\$0.25
670	Brig	Industrial	\$0.25
671	Carpentry Shop	Industrial	\$0.35

Quarters 1	Nimitz House	Office / Commercial	\$0.25
Paved Land/ Pier space	\$0.10		
Unpaved Land	\$0.05		

**Existing Subleases / Use Permits Previously Approved by
Authority Board of Directors**

Sublease / Permit No.	Subtenant / Permittee	Use	Resolution No.
N/A	YMCA	Gym	11-35-06/22
P-100	New Cingular Wireless PCS, LLC	Cell	09-43-07/08
P-133	T-Mobile West Corporation, Inc., a Delaware corporation	Cell	10-08-03/10
P-293	Marin County Flea Market LLC, doing business as Treasure Island Flea	Flea Market	10-46-12/08
P-354	G.B. Enterprises	Landscape maintenance	09-21-04/08
P-363	Oakland Police Department	Training	11-01-01/26
P-364	Berkeley Police Department	Training	11-02-01/26
P-456	Indigo Films Entertainment Group	Filming	11-40-06/22
11	SFPD Behavioral Sciences Unit	Office Counseling	08-14-04/09
15	New Cingular Wireless PCS, LLC	Cell Site	08-17-04/09
18	SFPD Motorcycle Solo Unit	Office Training	08-15-04/09
148	T-Mobile West Corporation, Inc., a Delaware corporation	Cell	10-43-10/03
234	ROBERT AMOX, DBA BODEGA WINE ESTATES	Winery	10-41-10/13
273	Pacific Brokerage, Inc.	Restaurant and Events	10-50-12/08
327	Ken Masters, an individual	storage	10-12-04/07
334	Monica Hobbs Catering	Events	09-63-11/18
346	Treasure Island Homeless Development Initiative	Office	08-46-09/18
351	WILLIAM COLLISTER AND GERRID JOY, individuals	Shed	10-24-05/12

353	Island Creative	shed	09-06-01/14
361	The San Francisco Fog Rugby Club, Inc.	Athletic Clubhouse	08-32-06/11
365	Treasure Island Sailing Center Foundation	Sailing Center	08-48-09/18
369	Bay Ship and Yacht Co., a California corporation	Pier	09-66-11/18
373	Applied Engineering & Construction Management	Office Storage	11-09-03/22
374	Treasure Island Yacht Club	clubhouse	08-59-10/22
380	Wine Valley Catering (café)	Cafe	09-15-02/11
381	TIHDI, Toolworks, and Wine Valley Catering ("the Joint Venture")	Events	10-40-07/14
387	Boys and Girls Clubs of San Francisco	school	08-60-10/22
389	Treasure Island Museum Association	office	08-27-06/11
392	Treasure Island Homeless Development Initiative	Land	08-47-09/18
394	San Francisco Gaelic Athletic Association	Athletic Field	08-05-02/13
404	San Francisco Gaelic Athletic Association	Athletic Field	08-65-10/22
410	San Francisco Little League, Inc.	Athletic Field	08-39-07/09
411	San Francisco Little League, Inc.	Athletic Field	08-40-07/09
412	San Francisco Gaelic Athletic Association	Athletic Clubhouse	09-22-05/13
421	SFGG Rugby Foundation, Inc	Athletic Field	09-03-01/14
439	SOL ROUGE, LLC., a California limited liability company for Buildings 141 and 448,	Wine Production	11-31-05/11
441	Bay Area Air Quality Management District, a governmental agency	Banner	11-32-05/11
455	Catholic Charities CYO	Childcare	11-37-06/22

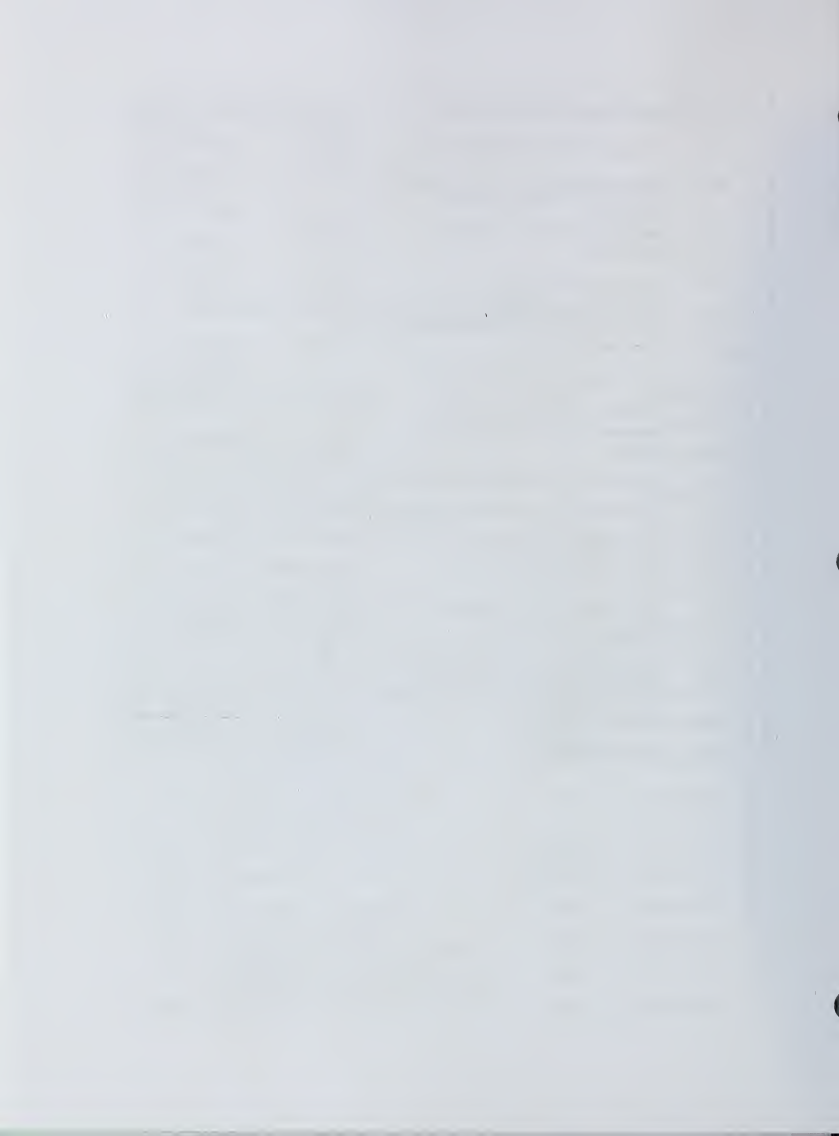


Exhibit B
TREASURE ISLAND DEVELOPMENT AUTHORITY
INTERIM SUBLEASING POLICY

During the interim period preceding transfer of the real property from the US Navy to the Treasure Island Development Authority (the "Authority"), the Authority earns operating revenue to support the policy goals and objectives of the City and the Authority by subleasing property leased or licensed from the US Navy. The purpose of the Authority's Interim Subleasing Policy is to establish the rules and procedures for subleasing real property during the interim period.

I. POLICY STATEMENT

All subleasing and sublease renewals shall be conducted utilizing a standardized procedure with the objective of ensuring transparency in the terms and conditions of all transactions and agreements with third parties, and the resulting outcome being that of streamlined leasing procedures. The term "sublease" refers to both subleases and use permits for properties listed on the Minimum Monthly Rental Rate Schedule. Use permits are used for those properties on the Minimum Monthly Rental Rate Schedule that are subject to a Navy License Agreement instead of a Navy Master Lease.

Standardization – To competitively position the Authority's commercial properties, the sublease process requires the use of standardized form leases, business terms and parameters. Parameters shall be reviewed and approved by the Authority from time to time for use by Project Staff. Exceptions to utilization of standardized forms and parameters shall be approved by the Authority in its sole and absolute discretion.

Marketing – Marketing shall be conducted in a public, open and transparent method that is intended to maximize exposure of the properties. Such marketing shall include notifications of available space in the Treasure Island Development Authority website as well as commercial websites, such as Co-Star and paid advertisements in print media as necessary to reach the commercial markets

II. SUBLEASE BUSINESS TERMS AND ALLOWANCES

- A. **Standard Form Sublease.** The subtenant will sign a standard form sublease or use permit with no changes except minor changes approved by the City Attorney or changes to the insurance requirements approved by the City's Risk Manager. Any changes to the sublease or use permit which significantly alter the potential liabilities or the responsibilities of the Authority will require Authority approval.
- B. **Business Terms and Parameters.** The Business Terms of the sublease shall fall within the following general parameters:
 - 1) **Uses.** Uses of subleased properties shall be consistent with uses prescribed by the US Navy and uses assigned by the Authority; or, in the case of a multiple tenant property, shall be similar to and/or compatible with the other uses in the property.
 - 2) **Term.** The term of the sublease shall be no greater than the term provided the Authority in its lease or license with the US Navy.

- 3) **Terms and Conditions.** The basic legal terms and conditions are incorporated into the terms of a boilerplate sublease or use permit approved by the City Attorney. Exceptions to the boilerplate terms and conditions will be approved by the City Attorney. Subleases and use permits and amendments to subleases and use permits that are not signed "as to form" by the City Attorney are invalid and not binding against the Authority.
- 4) **Risk Management.** The Risk Manager for the City and County of San Francisco established all insurance requirements for all subleases and use permits. Exceptions to the standard insurance requirements shall be provided only by the Risk Manager and shall be in writing.
- 5) **Annual Rate Adjustments.** Each year, rental rates for current subtenants are adjusted between 2% and 5% based on the change in the local Consumer Price Index, as well as general and local market conditions.
- 6) **Minimum Rents.** The sublease or use permit provides for **minimum rents** that are no lower than the rate for space of the category subleased, as shown on the **Minimum Rental Rate Schedule** adopted periodically by the Authority.
- 7) **Security Deposit.** Each subtenant shall provide the Authority a Security Deposit that is equal to at least two times the monthly base rent. The Security Deposit may be greater based on a review of risk factors for a subtenant. The Security Deposit for lease renewals shall be at least two times the initial monthly base rent.

C. The sublease may include Allowances.

- 1) **Early Entry.** The subtenant may take early occupancy, up to a maximum of 30 days, to make improvements to the property to prepare it for occupancy.
- 2) **Rent Credit.** Rent Credits may be allowed to make improvements to the premises. The value of Rent Credits cannot exceed 50% of Year One base rent. Rent Credits may be used to offset no more than 50% of the subtenant's base rent for any month.
- 3) **Paint and Carpet Allowance.** The quoted rate for full service office space assumes move-in space with good paint and carpeting. In the event a subtenant takes office space that does not meet the standard, the subtenant may be provided an allowance for paint and carpet up to a maximum of \$2.00 per square foot to make these cosmetic improvements to the premises.
- 4) **Limitations to Rent Credit and Paint and Carpet Allowance(s).** Either Rent Credit or Paint and Carpet Allowance(s) may be used to reduce monthly

base rent for a period that shall not exceed twelve months. In no event shall credits or allowances be used to reduce monthly base rent by an amount greater than 50% of the monthly base rent for the month. Allowances may be provided as a condition of a renewal.

- 5) **Certification of Rent Credits and Paint and Carpet Allowance(s).** Plans and descriptions of work and materials that may be eligible for Rent Credit or Paint and Carpet Allowance(s) and the maximum potential value of Rent Credit or Paint and Carpet Allowance(s) must be agreed upon and made a part of the terms of the sublease. Rent Credit and Paint and Carpet Allowance(s) will only become available after invoices for materials purchased and work performed have been certified by Project Staff as being a fair representation of work completed and work eligible for Rent Credit or Paint and Carpet Allowance(s). Neither Rent Credit nor Paint and Carpet Allowance(s) will be available to the subtenant to reduce monthly base rent prior to certification of satisfactory completion of work.

D. Subtenant Requirements.

- 1) **Permits.** The subtenant will comply with all applicable permitting and regulatory requirements of the Authority, the City and County of San Francisco, the US Navy and any other regulatory agency.
- 2) **Credit Check.** The subtenant must meet the same standards of credit worthiness and other financial conditions as required for subtenants receiving full Authority review.

III. REVIEW AND REPORTING REQUIREMENTS

- A. Prior to execution by the Director of Island Operations, the terms and conditions of a sublease shall be reviewed by the US Navy, the Treasure Island Homeless Development Initiative and the Office of Economic and Workforce Development to assure that the proposed subtenant and the terms of the proposed sublease are compatible with current and future activities and operations, as well as the Development Project and Authority obligations to the Treasure Island Homeless Development Initiative and Treasure Island Community Development, LLC.
- B. The Director of Island Operations shall present a written description at each monthly meeting of the Authority describing all subleasing activity, including subleases and renewals signed by the Director and the terms of those subleases and renewals.

1 [Interim Subleasing Policy and Minimum Monthly Rental Rate Schedule]

2 **Resolution Approving and Authorizing Changes to the Interim Subleasing Policy and Adoption**
3 **of Fiscal Year 2011/12 Minimum Monthly Rental Rate Schedule.**

4 WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island
5 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of
6 America, acting by and through the Department of the Navy; and,

7 WHEREAS, The Base was selected for closure and disposition by the Base Realignment and
8 Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

9 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
10 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
11 corporation known as the Treasure Island Development Authority (the "Authority") to act as a single
12 entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of
13 the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City
14 and County of San Francisco (the "City"); and,

15 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section
16 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes
17 of 1968 (the "Act"), the California Legislature (i) authorized the Board of Supervisors to designate the
18 Authority as a redevelopment agency under the California Community Redevelopment Law ("CRL")
19 with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to
20 those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to
21 administer the public trust for commerce, navigation and fisheries as to such property; and,

22 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
23 redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated February 6,
24 1998; and,
25

1 WHEREAS, The Authority is not exercising any of its redevelopment powers under CRL in
2 connection with the operation, management, reuse and development of the Base, and no redevelopment
3 project area or redevelopment plan has been adopted for the Base; and,

4 WHEREAS, On March 11, 1998, pursuant to Resolution No. 98-10-3/11, the Board of Directors
5 of the Authority adopted The "Treasure Island Development Authority Rules and Procedures for
6 Transfer and Use of Real Property" (the "Rules and Procedures"), which establish the specific rules and
7 procedures for the transfer of all or any portion of the real property located on the closed Naval Base
8 Treasure Island; and,

9 WHEREAS, On July 11, 2007, the Authority Board of Directors (Resolution No. 07-54-07/11)
10 approved an Interim Subleasing Policy which standardizes the subleasing process for the interim month
11 to month subleases while assuring that there is consistency, transparency and full disclosure to the
12 Authority and the public by the use of a pre-approved body of subleasing parameters that include a
13 boilerplate sublease, business terms and minimum rental rates to guide Project Staff in sublease
14 negotiations while assuring compliance with Board policy; and,

15 WHEREAS, The term "sublease" refers to both subleases and use permits for properties listed
16 on the Minimum Monthly Rental Rate Schedule attached to the Interim Subleasing Policy, and use
17 permits are used for those properties on the Minimum Monthly Rental Rate Schedule that are subject to
18 a Navy License Agreement instead of a Navy Master Lease; and,

19 WHEREAS, Under the Interim Subleasing Policy, the Director of Island Operations may
20 approve and execute subleases on behalf of the Authority, provided that the terms of said subleases
21 meet certain parameters as found in the Authority's Interim Subleasing Policy, including compliance
22 with the Minimum Monthly Rental Rate Schedule; and,

23
24 WHEREAS, Project Staff proposes to make two changes to the Interim Subleasing Policy (i)
25 allowing existing subtenants to maintain their current Security Deposit amounts upon lease renewal

1 provided there are no changes to the Premises, and (ii) clarifying that the term "sublease" refers to both
2 subleases and use permits for properties listed on the Minimum Monthly Rental Rate Schedule; and,

3 WHEREAS, Authority staff proposes to amend the existing Minimum Monthly Rental Rate
4 Schedule to add Treasure Island Buildings 141, 448 and 449, and Yerba Buena Island Building 221 to
5 the Minimum Monthly Rental Rate Schedule to be consistent with the Navy Master Lease amendments
6 that added this building to the portfolio of properties that the Authority leases from the Navy; and,

7 WHEREAS, The Minimum Monthly Rental Rate Schedule also includes a list of existing
8 subleases and use permits (the "Non-Parameter Subleases and Use Permits") that the Authority Board
9 previously approved because they did not fall within the parameters set forth in the Interim Subleasing
10 Policy for subleases and use permits that can be executed by the Director of Island Operations without
11 Authority Board approval; and,

12 WHEREAS, The Interim Subleasing Policy allows for renewals of existing subleases at rental
13 rates adjusted between 2% and 5% based on the change in the local Consumer Price Index, as well as
14 general and local market conditions; and,

15 WHEREAS, Authority staff proposes to enter into new sublease agreements or use permits, or
16 amendments to the existing subleases or use permits, with each of the existing subtenants, including the
17 subtenants listed on the Minimum Monthly Rental Rate Schedule as Non-Parameter Subleases, on a
18 month to month basis through November 30, 2012 at a rental rate no less than the current rent payable
19 under each sublease increased by 2% and otherwise on the same terms and conditions set forth in the
20 existing sublease agreements; Now, Therefore, Be It
21

22 RESOLVED, That the Authority Board approves and adopts the changes to the Interim
23 Subleasing Policy and Fiscal Year 2011/12 Minimum Monthly Rental Rate Schedule in substantially
24 the form attached as Exhibit A; and, be it,
25

1 FURTHER RESOLVED, That the 2011/12 Minimum Monthly Rental Rate Schedule
2 supersedes the Minimum Monthly Rate Schedule adopted by the Authority Board on December 8, 2010
3 pursuant to Resolution No. 10-47-12/08, which shall have no further effect on the terms, conditions,
4 rules and procedures for subleasing properties on the Base; and, be it

5 FURTHER RESOLVED, That the Authority Board authorizes the Director of Island Operations
6 to execute new sublease agreements and use permits, or amendments to the existing sublease
7 agreements and use permits, with each of the existing subtenants, including the subtenants listed on the
8 Minimum Monthly Rental Rate Schedule as Non-Parameter Subleases, on a month-to-month term
9 through November 30, 2012 at a rental rate of no less than the current rent payable under the existing
10 sublease increased by a minimum of 2% and otherwise on the same terms and conditions set forth in
11 the existing subleases.
12
13

14 **CERTIFICATE OF SECRETARY**

15 I hereby certify that I am the duly elected Secretary of the Treasure Island Development
16 Authority, a California nonprofit public benefit corporation, and that the above Resolution was
17 duly adopted and approved by the Board of Directors of the Authority at a properly noticed
18 meeting on October 12, 2011.
19
20
21

22 _____
23 **Secretary**
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25

The first part of the paper discusses the importance of understanding the underlying mechanisms of the observed phenomena. It is crucial to identify the factors that influence the system's behavior and to develop a theoretical framework that can explain the observed results. This involves a combination of experimental data and theoretical modeling.

The second part of the paper presents the experimental results and compares them with the theoretical predictions. The data shows a clear trend that is consistent with the theoretical model, suggesting that the proposed mechanism is valid. However, there are some discrepancies that need to be investigated further.

The third part of the paper discusses the implications of the findings and suggests future research directions. It is important to continue to refine the theoretical model and to conduct more extensive experiments to validate the results. Additionally, it is necessary to explore the potential applications of the findings in other related fields.

AGENDA ITEM 6 (c)
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 12, 2011

Subject: Resolution Authorizing the Director of Island Operations to Retroactively Execute a First Amendment to the Use Permit for Installation and Display of Public Art with the Black Rock Arts Foundation, a Nevada Non-Profit Corporation, and Marco Cochrane Sculpture Inc, a California Corporation to extend the Term. (*Action Item*)

Contact: Mirian Saez, Director of Island Operations

Phone: 415-274-0660

BACKGROUND

On November 12, 2008, the Authority Board approved Resolution 08-69-11/12 approving the Treasure Island and Yerba Buena Island Temporary Public Art Policy (the "Policy"). The Policy created an application, review, approval and Use Permitting process for proposals received by Project Office staff for the installation and display of temporary public art on the Islands.

In January 2011 artist Marco Cochrane submitted to Project Office staff a proposal for the temporary installation of his sculpture titled "Bliss Dance" (heretofore referred to as "the Work"). Constructed of steel rods and tubing covered with stainless steel mesh, and with a six anchor base constructed of steel I-beams, the Work stands approximately 40 feet tall, with a diameter width at the base of 25 feet. It can be lit from both inside and outside by 1,000 LED lights installed throughout the piece which are controlled remotely by a computer application. The Work was sculpted and created by Mr. Cochrane at Building 180 on Treasure Island, thus giving the installation proposal an additional connection to Treasure Island.

As per the Policy, Project Office staff consulted with the U.S. Navy Caretaker Site Office (USN CSO) and the San Francisco Arts Commission (SFAC) on the proposal. The SFAC found appropriate artistic merit in the proposal. The USN CSO found that neither the proposed installation method and location, nor the nature of the Work, conflicts with the TIDA-Navy Master Lease.

ORIGINAL USE PERMIT

At its April 13, 2011 the Authority Board approved a Use Permit for Installation and Display of Public Art (the "Use Permit") between the Authority, Marco Cochrane Sculpture Inc. ("MCS"), and the Black Rock Arts Foundation ("BRAAF"), the project sponsor, allowing for temporary installation, exhibition, deinstallation and maintenance throughout the installation period, of "Bliss Dance" on a portion of the Treasure Island Great Lawn. The original term of the Use Permit expired on October 9, 2011, in expectation of use of the space for activities associated with the 2011 Treasure Island Music Festival ("TIMF"), held on the Great Lawn on October 15 and 16, 2011. The sculpture was installed over a five-day period in early May, 2011. (Pictures

of "Bliss Dance" installation attached as Exhibit B). The response to the installation by the Island community and visitors alike has been overwhelmingly positive. MCS and representatives of special events held on the Great Lawn during the current installation period have worked together to assure respectful co-existence during these Special Events. During the initial display period on Treasure Island, representatives of TIMF, MCS and BRAF also came to an agreement whereby "Bliss Dance" would remain in its installed location on the Great Lawn as part of the arts element of the 2011 TIMF production. The artist and his staff have been extremely accommodating to Project Office staff, the Island community and adjacent Special Event production and Event Venue concerns and requests during installation and display for the term of the original Use Permit, and are current with all Permit fees and insurance requirements to-date.

FIRST AMENDMENT TO USE PERMIT

Due to the positive public reaction to the installation, Project Office staff, BRAF, and MCS are in agreement that an extension of the term of display is warranted in order to allow for on-going public appreciation of "Bliss Dance" on a continuing temporary basis. This proposed Use Permit Amendment amends Section 13 of the Use Permit to extend the expiration date forward from October 9, 2011 to a new expiration date of November 30, 2012 in order to remain consistent with the term of the Authority's Event Venue Master Lease with the Navy. All other terms and conditions of the original Use Permit remain in effect.

RECOMENDATION:

Project Staff recommends retroactive approval of the First Amendment to Use Permit for Installation and Display of Public Art for the temporary installation and display of the sculpture titled "Bliss Dance".

Prepared by: Peter Summerville, Leasing Manager
For: Mirian Saez, Director of Island Operations

EXHIBIT A: First Amendment to Use Permit for Installation and Display of Public Art with Black Rock Arts Foundation and Marco Cochrane Sculpture, Inc.

EXHIBIT B: Images of "Bliss Dance" installed on Treasure Island.

1 [First Amendment to Use Permit with Black Rock Arts Foundation and Marco Cochrane
2 Sculpture.]

3 **Resolution Authorizing the Director of Island Operations to Retroactively Execute a**
4 **First Amendment to the Use Permit for Installation and Display of Public Art with the**
5 **Black Rock Arts Foundation, a Nevada Non-Profit Corporation, and Marco Cochrane**
6 **Sculpture Inc, a California Corporation, to extend the Term.**

7 WHEREAS, Former Naval Station Treasure Island is a military base located on
8 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
9 the United States of America, acting by and through the Department of the Navy; and,

10 WHEREAS, The Base was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
17 conversion of the Base for the public interest, convenience, welfare and common benefit of
18 the inhabitants of the City and County of San Francisco (the "City"); and,

19 WHEREAS, On November 12, 2008, the Authority Board approved Resolution 08-69-
20 11/12 approving the Treasure Island and Yerba Buena Island Temporary Public Art Policy
21 (the "Policy"); and,

22 WHEREAS, In January of 2011 artist Marco Cochrane of Marco Cochrane Sculpture
23 Inc. and the Black Rock Arts Foundation submitted to Project Office staff a proposal for the
24 temporary installation of the sculpture titled "Bliss Dance" on Treasure Island ; and,

1 WHEREAS, the Director of Island Operations reviewed Bliss Dance proposal, and as
2 per the Policy consulted with the U.S. Navy Caretaker Site Office (USN CSO) and the San
3 Francisco Arts Commission (SFAC) on this proposal; and

4 WHEREAS, the USN CSO found that neither the proposed installation method and
5 location, nor the nature of the Work, conflicts with the TIDA-Navy Master Lease and
6 the SFAC was supportive of the proposal as well; and

7 WHEREAS, At its April 13, 2011 the Authority Board approved a Use Permit for
8 Installation and Display of Public Art (the "Use Permit") for the temporary installation of the
9 sculpture "Bliss Dance" at the Treasure Island Great Lawn for the period starting April 18,
10 2011 and ending October9, 2011; and

11 WHEREAS, the sculpture has received positive public feedback and community
12 enjoyment during the original Term of the Use Permit; and

13 WHEREAS, the Authority, Marco Cochrane Sculpture Inc. and the Black Rock Arts
14 Foundation collectively wish to execute a First Amendment to Use Permit (the "First
15 Amendment") to extend the term of the Use Permit for public display of "Bliss Dance" on
16 Treasure Island until November 30, 2012; and

17 WHEREAS, all other terms and conditions set forth in the original Use Permit will
18 remain in effect under this First Amendment; now therefore, be it

19 RESOLVED, That the Board of Directors hereby retroactively approves the First
20 Amendment to Use Permit for Installation and Display of Public Art between the Black Rock
21 Arts Foundation and Marco Cochrane Sculpture Inc., and the Authority to extend the Term of
22 the Use Permit, and authorizes the Director of Island Operations or her designee to execute
23 said Use Permit in substantially the form attached hereto as Exhibit A; and, be it

24

25

1 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
2 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)
3 the terms and conditions of the Use Permit are economically reasonable; and, be it

4 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
5 Island Operations or her designee to enter into any additions, amendments or other
6 modifications to the Use Permit that the Director of Island Operations determines in
7 consultation with the City Attorney are in the best interests of the Authority, that do not
8 materially increase the obligations or liabilities of the Authority, that do not materially reduce
9 the rights of the Authority, and are necessary or advisable to complete the preparation and
10 approval of the Use Permit, such determination to be conclusively evidenced by the execution
11 and delivery by the Director of Island Operations or her designee of the documents and any
12 amendments thereto.

13
14
15 **CERTIFICATE OF SECRETARY**

16 I hereby certify that I am the duly elected Secretary of the Treasure Island
17 Development Authority, a California nonprofit public benefit corporation, and that the
18 above Resolution was duly adopted and approved by the Board of Directors of the
19 Authority at a properly noticed meeting on October 12, 2011.

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21 _____
22 Secretary
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**FIRST AMENDMENT TO
USE PERMIT FOR INSTALLATION AND DISPLAY OF PUBLIC ART**

P-420

THIS FIRST AMENDMENT TO USE PERMIT FOR INSTALLATION AND DISPLAY OF PUBLIC ART (this "First Amendment"), dated for reference purposes only as of October 9, 2011, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Authority"), and Black Rock Arts Foundation, a Nevada Non-Profit Association and Marco Cochrane Sculpture Inc., a California Corporation ("Permittee")

RECITALS

A. Authority and Permittee entered into that certain Use Permit for Installation and Display of Public Art dated for reference purposes as of April 2, 2011 (the "Original Use Permit for Installation and Display of Public Art ") for use of that certain portion of the Master Lease Property commonly known as a portion of the Treasure Island Great Lawn, Treasure Island, San Francisco, CA. for the purpose of temporary installation and public display of the Artwork titled "Bliss Dance" in accordance with the Authority's Policy and Procedure for Temporary Public Display of Original Works of Art, as more particularly described in the Original Use Permit for Installation and Display of Public Art.

The Term "Use Permit" shall mean the Original Use Permit dated April 2, 2011 for Installation and Display of Public Art between Authority and Permittee, as amended by this First Amendment dated October 9, 2011, is collectively referred to as the "Use Permit."

B. Authority and Permittee desire to amend the Use Permit to extend the Term only. .

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Authority and Permittee hereby amend the Use Permit as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Effective Date.** The effective date of this First Amendment shall be October 9, 2011 (the "Effective Date").
3. **Modifications to the Use Permit.** The Use Permit is hereby modified as follows:

Section 12. Basic Permit Information Section 12 Term of the Use Permit currently reads as follows:

Commencement Date and Time:
April 14, 2011 at 9 A.M.

Expiration Date and Time:
October 9, 2011 at 5 P.M.

Such section is hereby amended in its entirety to read as follows:

Commencement Date and Time:
April 14, 2011 at 9 A.M.

Expiration Date and Time:
November 30, 2012 at 5 P.M.

4. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

5. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Use Permit shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Authority and Permittee have executed this First Amendment to Use Permit for Installation and Display of Public Art at San Francisco, California, as of the date first above written.

PERMITTEE:

BLACK ROCK ARTS FOUNDATION,
a Nevada Non-Profit Association

By: _____

Name: _____

Title: _____

MARCO COCHRANE SCULPTURE INC.,
a California Corporation

By: _____

Name: _____

Title: _____

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____

Mirian Saez
Director of Island Operations

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Deputy City Attorney





AGENDA ITEM 6(d)
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 12, 2011

Subject: Resolution Authorizing the Thirty Sixth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to add Building 449 Located at Avenue C and 4th Street (*Action Item*)

Contact Mirian Saez, Director of Island Operations
Phone (415) 274-0660

BACKGROUND

On November 19, 1998, the Treasure Island Development Authority (the "Authority") entered into Lease Agreement N6247499RP42P12 with the United States Navy (as amended from time to time, the "Land and Structures Master Lease"). The lease premises include certain buildings and grounds on former Naval Station Treasure Island, including land leased to San Francisco Little League, Rubicon Enterprises on-Island landscaping operations, and multiple facilities in the Authority's commercial leasing portfolio. The current Land and Structures Master Lease runs through November 30, 2012.

The proposed Thirty Sixth Amendment (*Attached as Exhibit A*) would increase the Premises of this Master Lease to include Building 449. Located at Avenue C and 4th Street on Treasure Island, Building 449 is a 13,000 square foot concrete structure previously utilized by the US Navy Base Realignment and Closure office ("Navy") as a storage facility for the Treasure Island Museum Collection. As the Navy Caretaker Site Office is actively transferring all items stored inside the facility to both the City and County of San Francisco and the Naval Historic and Heritage Command, they are amenable to adding the facility to the Master Lease upon completion of this disposition of items inside the facility. Addition of the facility to the Master Lease will in turn allow Project Office staff to pursue commercial leasing opportunities for the facility.

FINANCIAL IMPACT

Based on the condition of the facility and current market conditions, an annual increase in commercial leasing revenue of approximately \$75,000 is expected by subsequently adding Building 449 to the Authority commercial leasing portfolio,

RECOMMENDATION

Project Staff recommends approval of the Thirty Sixth Amendment to the Land and Structures Master Lease Agreement N6247499RP42P12 to amend the Premises to add Building 449.

EXHIBIT A: 36th Amendment to Lease Agreement N6247499RP42P12 with the United States Navy.

**THIRTY SIXTH AMENDMENT
TO LEASE AGREEMENT N6247499RP42P12
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this ____ day of _____ 2011, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 19 November 1998, entered into Lease Agreement N6247499RP42P12 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247499RP42P12 are hereby amended to reflect the following changes;

1. Paragraph 1 LEASED PREMISES, add the following:

"Use of Building 449"

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Title _____

Title _____

APPROVED AS TO FORM:

CITY ATTORNEY

1 [Amendment to Navy Land and Structures Lease Agreement N6247499RP42P12]

2 **RESOLUTION AUTHORIZING THE THIRTY SIXTH AMENDMENT TO THE TREASURE**
3 **ISLAND LAND AND STRUCTURES MASTER LEASE BETWEEN THE AUTHORITY AND**
4 **THE NAVY TO INCREASE THE PREMISES BY ADDING BUILDING 449 LOCATED AT**
5 **AVENUE C AND 4TH STREET.**

6 **WHEREAS**, The Treasure Island Development Authority ("Authority") and the United
7 States of America, acting by and through the Department of the Navy (the "Navy"), entered
8 into a master lease dated November 19, 1998, for the Authority to use and rent out certain
9 land and structures in certain areas of Treasure Island (as amended from time to time, the
10 "Land and Structures Master Lease") at no rent; and,

11 **WHEREAS**, The Land and Structures Master Lease enables the Authority to sublease
12 portions of the master leased area for interim uses and generate revenues to support the
13 interim uses and the future reuse and development of the former Naval Station Treasure
14 Island; and,

15 **WHEREAS**, The Authority wishes to amend the Lease Premises of the Land and
16 Structures Master Lease to add Building 449 on Treasure Island to the Lease Premises so
17 that it may be made available by the Authority for commercial subleasing; and,

18 **WHEREAS**, The Navy concurs with such amendment; Now, Therefore, Be It

19 **RESOLVED**, That the Board of Directors hereby authorizes the Director of Island
20 Operations to enter into an amendment to increase the Premises of the Land and Structures
21 Master Lease to add Building 449 in substantially the form attached hereto as Exhibit A; and,
22 be it

23 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director of
24 Island Operations to enter into any additions, amendments or other modifications to the
25 amendment that the Director of Island Operations determines in consultation with the City

1 Attorney are in the best interests of the Authority, that do not materially increase the
2 obligations or liabilities of the Authority, that do not materially reduce the rights of the
3 Authority, and are necessary or advisable to complete the preparation and approval of the
4 amendment, such determination to be conclusively evidenced by the execution and delivery
5 by the Director of Island Operations of the documents and any amendments thereto.
6

7 **CERTIFICATE OF SECRETARY**
8

9 I hereby certify that I am the duly elected and acting Secretary of the Treasure
10 Island Development Authority, a California nonprofit public benefit corporation, and
11 that the above Resolution was duly adopted and approved by the Board of Directors
12 of the Authority at a properly noticed meeting on October 12, 2011.
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15 _____
16 , Secretary
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AGENDA ITEMS 6 (e)
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 12, 2011

Subject: Resolution Retroactively Approving the Eighth Amendment to the Exclusive Negotiating Agreement with Treasure Island Enterprises, LLC to Extend the Time for Exclusive Negotiations for the Development of the Treasure Island Marina
(Action Item)

Contact Michael Tymoff, Project Director, Office of Economic and Workforce Development

BACKGROUND

The Authority originally intended that the development of the Treasure Island Marina would precede master development of the remainder of former Naval Station Treasure Island (Base). Consequently, on January 21, 1998, the Authority issued a Request for Proposals (RFP) related to the development and expansion of the Treasure Island Marina. Based on that RFP process, on February 10, 1999, the Authority authorized staff to prepare an Exclusive Negotiating Agreement (ENA) with Treasure Island Enterprises, LLC (TIE), which was executed on June 9, 1999.

To date, the Authority and TIE have completed several milestones including an Interim Sublease (and subsequent extensions) with TIE for the interim operation of the existing Marina, the preparation of a preliminary development concept (PDC) for the Marina expansion, and a Term Sheet. The Term Sheet outlines the key terms and conditions of a Disposition and Development Agreement and a long-term Ground Lease for the Marina (collectively, Transaction Documents). The process of finalizing the Transaction Documents has been delayed because of the delays associated with negotiating the transfer of the Base from the Navy to the Authority.

ENA Extension

The Authority Board has approved seven previous extensions of the ENA and TIE is requesting an eighth extension to complete the Transaction Documents. The need for the extension is due to various factors that remain beyond control of TIE, including:

- *Transfer of the Property from the Navy to the Authority.* Expansion and development of the Marina cannot be implemented until the Marina property is conveyed from the Navy. While an Economic Development Conveyance Memorandum of Agreement has been approved by the Authority Board and the Board of Supervisors, it has not been

executed pending receipt of all necessary Navy approvals. The initial conveyance of the Base is not anticipated until Spring 2012.

- ***Environmental Remediation.*** The boundaries for the expanded Marina contain at least one installation restoration (IR) site that requires additional investigation to determine the activities necessary to attain site closure. Until the site receives regulatory clearance (or the Authority takes the parcels via an "early transfer"), the area cannot be conveyed to the Authority.

This Eighth Amendment to the ENA with TIE would (1) extend the term of exclusive negotiations through December 31, 2012, (2) revise the exhibits relating to the Marina area and the Schedule of Performance, and (3) acknowledge the consistency between the TIE Term Sheet and the Disposition and Development Agreement (TICD DDA) between the Authority and Treasure Island Community Development, LLC (TICD), with respect to certain landside Marina improvements to be constructed by TICD under the TICD DDA.

RECOMMENDATION

Staff recommends approval of the Eighth Amendment to the ENA to extend the term of the exclusive negotiations and make the other amendments described above.

EXHIBIT

A Eighth Amendment to ENA between the Authority and TIE

EIGHTH AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT

THIS EIGHTH AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT (this "Eighth Amendment") is made and entered into as of the 22nd day of June, 2011, by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY ("Authority"), a California non-profit public benefit corporation, and TREASURE ISLAND ENTERPRISES, LLC, a California limited liability corporation ("Developer"). (Collectively, the Authority and the Developer shall be referred to as the "Parties").

RECITALS

WHEREAS, the Authority and the Developer are parties to that certain Exclusive Negotiating Agreement dated June 22, 1999 (the "Original Agreement") pursuant to which the Parties agreed, among other things, to negotiate in good faith with each other to enter into (i) a Disposition and Development Agreement ("DDA") and any related Ground Leases related to the development and expansion of the Treasure Island Marina ("Marina"), (ii) a Sublease for the interim operation of the Marina, and (iii) any other necessary transaction documents (collectively, the "Transaction Documents"); and,

WHEREAS, the initial term of the Original Agreement was for one year with one six-month extension option (the "Extension Option"), and the Developer duly exercised its Extension Option in accordance with the Original Agreement; and,

WHEREAS, the Parties have entered into the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment to the Exclusive Negotiating Agreement to further extend the term; and,

WHEREAS, the Original Agreement, as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment to the Exclusive Negotiating Agreement, are collectively referred to in this Eighth Amendment as the "Agreement"; and,

WHEREAS, capitalized terms not otherwise defined in this Eighth Amendment shall have the meanings given in the Agreement; and,

WHEREAS, the Parties have negotiated a Term Sheet dated as of November 8, 2000, as amended (the "Marina Term Sheet"), relating to the proposed terms of the Transaction Documents; and,

WHEREAS, the Authority and Treasure Island Community Development, LLC ("TICD") entered into a Disposition and Development Agreement dated as of June 28, 2011 (the "TICD DDA"), relating to the master development of the Base, including certain Marina-related improvements described in Section 8.3 of the TICD DDA; and,

WHEREAS, due to circumstances beyond Developer's control, including but not limited to, the failure of the Authority and the United States Navy to complete the transfer of the Property from the Navy to the Authority, and the Authority's decision not

to pursue the reuse and development of the Base as a redevelopment project due to the uncertain future of redevelopment under California Community Redevelopment Law, the Parties have not completed the final Transaction Documents, as defined in the Original Agreement; and,

WHEREAS, the Parties wish to further extend the term of the Agreement.

NOW THEREFORE, the Authority and the Developer agree as follows:

1. The Recitals Section of the Agreement is hereby modified to include the following:

“WHEREAS, While the Authority has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under California Community Redevelopment Law (CRL) in connection with this Agreement or the reuse and development of the Base.”

2. The last two sentences of Subsection 4(a) of the Agreement are hereby deleted in their entirety and replaced with the following:

"If the Developer has duly exercised the Developer's Extension Option pursuant to this subsection 4(a), is not in default under this Agreement, and no event shall have occurred which, with the giving of notice or the passage of time, or both, would constitute such a default, the Treasure Island Project Director shall extend the period of such Extension Option until the earlier to occur of (i) the date that the Authority and the Developer enter into a DDA for the Marina, (ii) this Agreement is earlier terminated pursuant to the terms of this Agreement, or (iii) December 31, 2012; provided, that the Treasure Island Project Director determines that the inability to complete the Transaction Documents within the initial term as extended by the Extension Option was beyond the Developer's control. No further extensions beyond the Extension Option described in this Section are permitted under this Agreement."

3. Subsection 4(b) of the Agreement is hereby deleted in its entirety.
4. The Parties hereby acknowledge that as of the date of this Eighth Amendment, the Authority has incurred Twenty-Five Thousand Dollars (\$25,000.00) in Transaction Costs. In the event the remaining balance of the Transaction Costs Deposit is not sufficient to complete the Transaction Documents, the Parties will negotiate in good faith regarding an equitable increase in the Transaction Costs Deposit.
5. Exhibit A to the Agreement (Treasure Island Marina Area) is deleted in its entirety and replaced with the Exhibit A attached to this Eighth Amendment.
6. Exhibit B to the Agreement (Schedule of Performance) is deleted in its entirety and replaced with the Exhibit B attached to this Eighth Amendment.
7. Developer hereby acknowledges that Section 8.3 of the TICD DDA, a copy of which is attached hereto as Exhibit C, complies with the requirements of Section 2(c) of the First Addendum to the Marina Term Sheet with respect to certain

required terms of the TICD DDA described in Section 2(c) of the First Addendum.

8. Except as otherwise expressly amended by this Eighth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the Developer have duly executed and delivered this Eighth Amendment as of the date first written above.

AUTHORITY:

TREASURE ISLAND DEVELOPMENT
AUTHORITY, a California non-profit
public benefit corporation

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

Dennis J. Herrera,
City Attorney

By _____
Eileen M. Malley
Deputy City Attorney

DEVELOPER:

TREASURE ISLAND ENTERPRISES, LLC,
a California limited liability company

By: OA3, LLC, a California
limited liability corporation

By _____
Name: _____
Its: _____

EXHIBIT A
TREASURE ISLAND MARINA AREA

EXHIBIT B
SCHEDULE OF PERFORMANCE

Activity to be Performed

Deadline

1. Developer's Submittal to Authority Staff of Refined Development Concept for Long Term Development of the Marina, which concept shall include but not be limited to Proposed Project Boundaries, Phasing Plan, Proposed Uses and Tenants, and General Facility Design Including Without Limitation the Design of a Breakwater	Completed
2. Authority Approval of Agreement between Developer and Authority Staff for interim operations of existing Marina facilities	Completed
3. Authority Approval of Proposed Marina Development, Which Shall Include but not be Limited to, the Project Boundaries, the Scope of Proposed Uses, a List of Proposed Types of Tenants, Phasing Plan, and General Facility Design, including without limitation, the Design of a Breakwater	Completed
<p>4. Authority Approval of Proposed Term Sheet for Disposition and Development Agreement ("DDA") . Term Sheet to address, at least and without limitation, the following:</p> <ul style="list-style-type: none"> •Material business terms of DDA, including without limitation, base rent and percentage rent to be paid to Authority for the groundlease of the Marina premises and the manner and timing of such payments •Phasing Plan for Development and Redevelopment of Marina •Infrastructure •Rehabilitation/Replacement/Construction Plan for Marina and Marina's share of Island-wide capital improvements •Financing Plan for each phase of development •Community Programs, including hiring program consistent with provisions of agreement between Authority and Treasure Island Housing Development Initiative •Environmental Remediation and Mitigation Program 	Completed

5. Completion of final draft of any DDAs and a form of any related Leases containing the substantial terms and conditions of such Leases and Authority Approval of Transaction Documents after Public Hearing	Within 90 days of the Initial Closing under the Economic Development Conveyance Memorandum of Agreement between the Navy and the Authority
6. Board of Supervisors Approval of Transaction Documents	30 days after Authority Approval
7. Execution of Transaction Documents	

EXHIBIT C

SECTION 8.3 OF THE TICD DDA

8.3 Marina Landside Improvements. Developer shall commence construction of the following Marina-related improvements within five (5) years after the Effective Date: such improvements needed for the following: pedestrian and vehicular access, utilities, parking, loading, sanitary facilities and showers for Marina users (which may be located in temporary facilities until permanent facilities are constructed) and other improvements as are reasonably required for both construction and permanent operations of the Marina functionally equivalent to those contemplated in the Marina Term Sheet, and, to the extent that such improvements or facilities are located on areas of the Project Site owned by or under Ground Lease to Developer, Developer shall grant the Marina access rights to such areas (including easements, licenses or otherwise) (collectively, the "Marina Access Improvements"). If Developer has not Commenced the Marina Access Improvements within five (5) years from the Effective Date (subject to Excusable Delay), the Authority may, in its sole discretion and as its sole remedy, terminate Developer's right to construct the Marina Access Improvements and the Authority shall work with the Marina Developer in connection with the Marina Developer's construction of the Marina Access Improvements at Developer's sole cost and expense and in accordance with the Design for Development. In such case, the Authority, Developer and the Marina Developer shall meet and confer regarding reasonable rights for access, utilities, loading and otherwise as are reasonably required for both construction and permanent operations of the Project by the Developer. Developer's obligation to the Marina Developer for the Marina Landside Improvements are limited to those obligations set forth in this Section 8.3; provided, however, that nothing herein is intended to diminish the rights and obligations of the Marina Developer under the Marina Term Sheet. The Parties acknowledge that the Project Site does not include the Marina area shown on Exhibit B-1 and excluded from the legal description in Exhibit B-2. If the final description of the Marina property described in the final disposition and development agreement for the Marina executed in accordance with the Marina Term Sheet differs from that shown, the parties will prepare and record a replacement legal description reflecting the final boundaries of the Marina waterside area.



1 [Amendment to Marina Exclusive Negotiating Agreement]

2 Resolution retroactively approving the Eighth Amendment to the Exclusive Negotiating
3 Agreement with Treasure Island Enterprises, LLC, to extend the time for exclusive
4 negotiations for the development of the Treasure Island Marina.

5 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
6 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
7 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) granted to the Board of
8 Supervisors the power to designate the Authority as a redevelopment agency under California
9 redevelopment law with authority over former Naval Station Treasure Island (the "Base"), and
10 (ii) with respect to those portions of the Base which are subject to the public trust for
11 commerce, navigation and fisheries (the "Tidelands Trust"), vested in the Authority the
12 authority to administer the Tidelands Trust as to such property; and,

13 WHEREAS, The Tidelands Trust prohibits the sale of Tidelands Trust property into
14 private ownership, generally requires that Tidelands Trust property be accessible to the public
15 and encourages public oriented uses of trust property that, among other things, attract people
16 to the waterfront, promote public recreation, protect habitat and preserve open space; and,

17 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
18 redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated
19 February 6, 1998; and,

20 WHEREAS, The Authority is not exercising any of its redevelopment powers under
21 California community redevelopment law in connection with the reuse and development of the
22 Base, and no redevelopment project area or redevelopment plan has been adopted for the
23 Base; and,

24 WHEREAS, Under the Act and the Authority's Articles of Incorporation and Bylaws, the
25 Authority, acting by and through its Board of Directors, has the power, subject to applicable

1 laws, to sell, lease, exchange, transfer, convey or otherwise grant an interest in or right to use
2 or occupy all or any portion of the real property located on the Base; and,

3 WHEREAS, At its regular meeting on February 10, 1999, the Board of Directors of the
4 Authority adopted Resolution No. 99-09-2/10 authorizing the Executive Director of the
5 Authority to enter into exclusive negotiations with Treasure Island Enterprises, LLC ("TIE") for
6 the development of the Treasure Island Marina; and,

7 WHEREAS, Pursuant to Resolution No. 99-20-6/9, on June 22, 1999, the Authority
8 entered into a 12-month Exclusive Negotiating Agreement with TIE with one 6-month
9 extension option (the "Extension Option") for the redevelopment of the Treasure Island
10 Marina; and,

11 WHEREAS, The initial 12-month term expired and TIE duly exercised its 6-month
12 Extension Option; and,

13 WHEREAS, The Authority Board has authorized extensions of the ENA, including most
14 recently on February 10, 2010, that among other things extended the term of the Extension
15 Option under Section 4(a) of the ENA until the earlier to occur of the date that (i) the Authority
16 and TIE enter into a disposition and development agreement for the Marina, (ii) the ENA is
17 earlier terminated pursuant to the terms of the ENA, or (iii) June 30, 2011; and,

18 WHEREAS, The transfer of the Base from the Navy to the Authority, which will enable
19 the expansion of the Marina, has not yet been consummated; and,

20 WHEREAS, The Authority staff recommends that the term of the Extension Option
21 under Section 4(a) of the ENA be retroactively extended until the earlier to occur of (i) the date
22 that the Authority and TIE enter into a disposition and development agreement for the Marina,
23 (ii) the date that the ENA is earlier terminated pursuant to the terms of the ENA, or (iii)
24 December 31, 2012; now, therefore, be it



1 [Election of Officers of the Treasure Island Development Authority.]

2
3 **Resolution Approving the Election of Officers of the Treasure Island Development**
4 **Authority, as Nominated by the Ad Hoc Nomination Committee, to Serve an Annual**
5 **Term of Office Retroactively Commencing October 1, 2011 and Ending September 30,**
6 **2012.**
7

8 WHEREAS, Under the Treasure Island Development Authority ("TIDA") Bylaws,
9 officers of the Board of Directors (the "Board") are to be chosen annually; and,

10 WHEREAS, The TIDA Bylaws allow the Board to create one or more committees
11 consisting of two or more Directors to serve at the pleasure of the Board; and,

12 WHEREAS, At the September 14, 2011 TIDA meeting, the Board adopted a resolution
13 establishing an Ad Hoc Nomination Committee, and Director Del Carlo, Director Richardson,
14 and Director Dunlop were selected by the Board to serve on the Ad Hoc Nomination
15 Committee ; and,

16 WHEREAS, The Ad Hoc Nomination Committee met on October 12, 2011 to consider
17 and nominate Officers for the TIDA Board of Directors, and the Ad Hoc Nomination
18 Committee has reported to the full TIDA Board for consideration its nominations of
19 _____ to serve as President, _____ to serve as Chief Financial Officer, and
20 _____ to serve as Secretary of the TIDA Board; now therefore be it

21 **RESOLVED**, That the Board hereby elects _____ to serve as President,
22 _____ to serve as Chief Financial Officer, and _____ to serve as Secretary
23 of the TIDA Board, for a twelve (12) month period retroactively beginning October 1, 2011 and
24 ending on September 30, 2012.
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4 **CERTIFICATE OF SECRETARY**

5 **I hereby certify that I am the duly elected Secretary of the Treasure Island**
6 **Development Authority, a California nonprofit public benefit corporation, and that the**
7 **above Resolution was duly adopted and approved by the Board of Directors of the**
8 **Authority at a properly noticed meeting on October 12, 2011**
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11 _____, Secretary
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AGENDA ITEM 8
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 12, 2011

- Subject:** Resolution Approving a Memorandum of Agreement Between the Treasure Island Development Authority and the San Francisco County Transportation Authority and Authorizing the Treasure Island Project Director to Negotiate Contracts and Develop Formation Documents for the Treasure Island Mobility Management Agency. (*Action Item*)
- Contact:** Michael Tymoff, Project Director, Office of Economic and Workforce Development

BACKGROUND

The Treasure Island Transportation Management Act of 2008 (AB 981) authorizes the creation or designation of a Treasure Island-specific transportation management agency, which is referred to in AB 981 as the Treasure Island Transportation Management Agency (TIITMA), and directs the TIDA Board of Directors to make a recommendation to the Board of Supervisors (BOS) regarding the governance structure of the TIITMA. Under AB 981, the BOS has the authority to create or designate a board or agency to act as the TIITMA. The purpose of the TIITMA is to implement a comprehensive and integrated program to manage travel demand on Treasure Island and Yerba Buena Island (collectively referred to as Treasure Island) as development of the Treasure Island/Yerba Buena Island Development Project (Project) occurs. The centerpiece of this innovative approach to mobility is an integrated congestion pricing demonstration program that applies motorist user fees to support enhanced bus, ferry, and shuttle transit, as well as bicycling options, to reduce the traffic impacts of the Project. As described in AB 981, the goals of a Transportation Program for Treasure Island are to:

1. Develop a comprehensive set of Transportation Demand Management (TDM) programs to encourage and facilitate transit use and to minimize the environmental and other impacts of private motor vehicles traveling to, from, and on Treasure Island.
2. Manage Treasure Island-related transportation in a sustainable manner, to the extent feasible, with the goal of reducing vehicle miles traveled and minimizing carbon emissions and impacts on air and water quality.
3. Create a flexible institutional structure that can set parking and congestion pricing rates, monitor the performance of the transportation program, collect revenues, and direct generated revenues to transportation services and programs serving Treasure Island.

4. Promote multimodal access to, from, and on Treasure Island by a wide range of local, regional, and statewide visitors by providing a reliable source of funding for transportation services and programs serving Treasure Island that will include bus transit service provided by the City's Municipal Transportation Agency, or its successor agency, and ferry service.

In February 2011, TIDA staff approached the San Francisco County Transportation Authority (SFCTA) to discuss the possibility of the SFCTA's assumption of the role of the TITMA. TIDA and the SFCTA have negotiated a Memorandum of Agreement (MOA) that describes the potential roles and responsibilities of the SFCTA, if it is designated as the TITMA, and outlines the process for forming the TITMA and initiating TITMA activities.

Note that while AB 981 allows for the creation of the TITMA, SFCTA and TIDA staff have elected to utilize a different name – Treasure Island Mobility Management Agency (TIMMA). The roles and responsibilities have not in any way been altered. The term TIMMA is used for the remainder of this staff summary, as well as in the attached MOA.

DISCUSSION

The attached MOA expresses the intent of the TIDA Board to recommend to the BOS that the SFCTA serve as the TIMMA. In addition, the MOA outlines the broad roles and responsibilities of the TIMMA, SFCTA and TIDA, including the funding, implementation and administration of the Transportation Program that would be included in subsequent operating contracts between TIDA and the TIMMA if the BOS designates the SFCTA as the TIMMA. The on-going operations of the TIMMA are intended to be funded through Transportation Program revenues generated on Treasure Island as well as any additional resources that the TIMMA and its partners can develop.

Role of the TIMMA: AB 981 provides TIMMA with the exclusive powers necessary to implement the Transportation Program in furtherance of the goals described above. Among these are the ability to establish a congestion pricing and mobility enhancement program including:

1. Recommending to the BOS an initial fee structure for the imposition of congestion pricing fees and modifying the fee structure as necessary thereafter;
2. Administering and collecting congestion pricing fees on Treasure Island;
3. Adopting on-street and off-street parking regulations, and setting and collecting parking fees and fines for Treasure Island;
4. Adopting a transit pass fee structure applicable to residents and other users of Treasure Island and administer and collect all Treasure Island transit pass fees;
5. Expending revenues for implementation, operation, collection and enforcement, maintenance, construction, and administration activities;
6. Entering into operating contracts with AC Transit, WETA and an on-island shuttle provider for transit services for the Project
7. Applying for state, federal, local agency, or other public or private grant funds for transportation purposes; and
8. Undertaking studies, performance evaluations, and monitoring activities.

The MOA describes these TIMMA roles and the responsibilities associated with them for the project planning and development period before the first new residents occupy Treasure Island (pre-occupancy period) and the occupancy period that follows. This includes development of annual work programs and budgets for the approval of the TIMMA and the TIDA Board of Directors.

Role of TIDA: TIDA will administer the TICD subsidy, as described below, for Transportation Program activities during the occupancy period, as well as enter into contracts, either with the SFCTA prior to the formation of TIMMA or with TIMMA after its formation, to carry out pre-occupancy Transportation Program activities. TIDA will also oversee the design review, approval and construction of transportation infrastructure and coordinate with TIMMA on these plans.

Role of TICD: Treasure Island Community Development, LLC (TICD) will build the transportation infrastructure, and will provide operating subsidies to carry out the Transportation Program in the initial phases of the Project, when the revenues from non-residential parking and congestion pricing are not yet at levels to sustain transit service to Treasure Island. The Disposition and Development Agreement (DDA) between TIDA and TICD requires that TICD contribute a \$30,000,000 subsidy, expressed in 2010 dollars, to the Project. In addition, if, after the island is 50% occupied, less than 50% of off island trips during the peak period are made by modes other than auto, the DDA requires that TICD contribute an additional \$5,000,000 in subsidy to support the Transportation Program.

Analysis: As the congestion management agency for San Francisco and lead agency for recent congestion pricing sector work, the SFCTA is well-prepared to serve as the TIMMA. From a policy perspective, the 2004 Countywide Transportation Plan and planning documents since then such as the City's Climate Action Strategy and draft San Francisco Transportation Plan all highlight the need for the City to explore robust demand management strategies that can generate revenue to fund Transit First mobility options in order for the City to achieve its economic development and livability goals. The SFCTA possesses the technical and management capacity to develop and administer the Project's Transportation Program successfully, in coordination with city, regional, state and federal agencies, stakeholders, and other public and private sector partners.

Next Steps: As described in the MOA, the immediate next steps are for the SFCTA and TIDA to negotiate one or more contracts for pre-occupancy planning activities, including development of TIMMA formation documents and initial work program items. The TIDA Board of Directors must make a recommendation to the BOS as to the agency which should act as TIMMA, and the BOS must officially designate that entity as the TIMMA. The intent is to bring recommendation and designation resolutions, the formation documents, one or more contracts between TIDA and the SFCTA and/or TIMMA, and a draft BOS resolution to the TIDA Board of Directors for consideration no later than March 31, 2012.

RECOMMENDATION

Staff recommends approval of the Memorandum of Agreement between the Treasure Island Development Authority and the San Francisco County Transportation Authority and authorization for the Treasure Island Project Director to negotiate one or more contracts between TIDA and the SFCTA and/or TIMMA and develop formation documents for the TIMMA for consideration by the TIDA Board of Directors by March 31, 2012.

EXHIBITS

- A. Memorandum of Agreement between SFCTA and TIDA

DRAFT MEMORANDUM OF AGREEMENT

**Between the San Francisco County Transportation Authority (SFCTA) and
the Treasure Island Development Authority (TIDA)
for the Formation and Implementation of
the Treasure Island Mobility Management Agency (TIMMA)**

I. Definitions

A. For the purpose of this Agreement, certain words and terms used herein are defined as follows:

1. "AC Transit" is the Alameda-Contra Costa Transit District.
2. "BATA" is the Bay Area Toll Authority.
3. "BOS" is the San Francisco Board of Supervisors.
4. "CAB" is the Treasure Island/Yerba Buena Island Citizens Advisory Board.
5. "Conversion Act" is the California State Legislature adopted Assembly Bill 699, known as the Treasure Island Conversion Act of 1997.
6. "CRL" is the California Community Redevelopment Law.
7. "CTMP" is a Construction Traffic Management Plan prepared in accordance with Project EIR Mitigation Measure M-TR-1.
8. "DDA" is the Disposition and Development Agreement by and between TIDA and TICD, dated as of June 28, 2011. The DDA includes, among other exhibits, a Financing Plan, Infrastructure Plan, Transportation Plan Obligations, and Developer Environmental Sustainability Obligations.
9. "DPW" is the San Francisco Department of Public Works.
10. "ICA" is the Interagency Cooperation Agreement between the City and County of San Francisco and TIDA approved by the TIDA Board of Directors on April 21, 2011 and the BOS on June 7, 2011.
11. "IFDs" are Infrastructure Financing Districts.
12. "Master HOA" is the Master Homeowners Association for the Project.

13. "MMRP" is the Mitigation Monitoring and Reporting Plan attached to the DDA as Exhibit C.
14. "Navy" is the United States of America, acting by and through the Department of the Navy.
15. "NSTI" is the former Naval Station Treasure Island military base located on Treasure Island and Yerba Buena Island.
16. "OEWD" is the City's Office of Economic and Workforce Development.
17. "Project" is the Treasure Island/Yerba Buena Island Development Project, which generally includes: up to 8,000 new residential housing units, of which at least 25% will be made affordable to a broad range of very-low to moderate income households, the adaptive reuse of approximately 311,000 square feet of historic structures, up to approximately 140,000 square feet of new retail uses, 100,000 square feet of commercial offices space, 300 acres of parks and open space, up to 500 hotel rooms, and new or upgraded public facilities, including a joint police/fire station, a school, facilities for the Treasure Island Sailing Center and other community facilities.
18. "SFCTA" is the San Francisco County Transportation Authority.
19. "SFMTA" is the San Francisco Municipal Transportation Agency.
20. "TDM" is Transportation Demand Management.
21. "TICD" is Treasure Island Community Development, LLC.
22. "TIDA" is the Treasure Island Development Authority.
23. "TIMMA" is the Treasure Island Mobility Management Agency, also referred to in authorizing legislation, the DDA and related documents as the Treasure Island Transportation Management Agency
24. "TITIP" is the Treasure Island Transportation Implementation Plan.
25. "Transit Hub" is the ferry quay/bus intermodal transit center.
26. "Transportation Program" is defined in Section IV.B below.
27. "Treasure Island" or "Islands" is collectively Treasure Island and Yerba Buena Island.
28. "WETA" is the Water Emergency Transportation Authority.

II. Background

- A. Property. NSTI is currently owned by the Navy other than the portions of NSTI that the Navy has previously conveyed to the United States Department of Labor Job Corps, the United States Coast Guard and the Federal Highway Administration. NSTI was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments.
- B. Treasure Island Development Authority. TIDA was created by Resolution 380-97, passed by the BOS in 1997, as a non-profit, public benefit corporation dedicated to the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of former Naval Station Treasure Island "for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco."

In 1997, at the request of the City, the California State Legislature adopted Assembly Bill 699, known as the Treasure Island Conversion Act of 1997. The Conversion Act gave the BOS the authority by resolution to designate TIDA as the redevelopment agency with all the rights, powers, privileges, immunities, authorities and duties granted to a redevelopment agency under the CRL for the purpose of acquiring, using, operating, maintaining, converting and redeveloping NSTI. The Conversion Act also granted to TIDA all of the State's rights, powers and interests in the portions of Treasure Island and Yerba Buena Island subject to the Tidelands Trust. With respect to the portions of NSTI subject to the Tidelands Trust, the Conversion Act granted to TIDA "the complete power to use, conduct, operate, maintain, manage, administer, regulate, improve, lease, and control the Trust Property and to do all things necessary in connection therewith which are in conformance with the terms of this act and the public trust for commerce, navigation and fisheries upon which the lands are held, including, without limitation, all of the following: ..." The Conversion Act enabled the City to combine in a single public agency the authority to administer the Tidelands Trust and use redevelopment powers under the CRL, but it did not require that both those powers be vested in TIDA.

On January 9, 1998, the City, acting through the Mayor, filed TIDA's Articles of Incorporation with the California Secretary of State. On February 6, 1998, in furtherance of the Conversion Act, the BOS adopted Resolution No. 43-98, which among other things, (i) designated TIDA as the redevelopment agency with all of the privileges, immunities and duties granted to redevelopment agencies for the purpose of redeveloping NSTI, (ii) authorized TIDA to act as the Local Reuse Authority designated by the Federal Government's Office of Economic Adjustment for purposes of the conversion of NSTI and to take any actions related to such designation, and (iii) directed the City Attorney to act as legal counsel for TIDA. TIDA subsequently began performing municipal services on NSTI that the City was previously performing under a Caretaker Cooperative Agreement between the City and the Navy that was executed

at the time NSTI closed in 1997. In sum, although TIDA is a separate legal entity from the City, it was created by the City to perform municipal functions.

- C. Office of Economic and Workforce Development. TIDA is responsible for the long-term redevelopment planning of Treasure Island. On behalf of TIDA, OEWD staff manages the day-to-day development planning process and is responsible for directing all Project related negotiation and implementation activities.
- D. Treasure Island Community Development. TICD is TIDA's private development partner and the master developer for the Project with all of the rights and obligations as specified in the DDA between TIDA and TICD.
- E. History of Project Planning Process. In early 2000, TIDA initiated a Master Developer selection process, culminating in the selection of TICD as Master Developer for the Treasure Island/Yerba Buena Island Project. The Development Plan and Term Sheet for Redevelopment of Naval Station Treasure Island was endorsed by the TIDA Board of Directors and the BOS in December 2006 and updates were endorsed in April 2010, including a Draft Transportation Plan in 2006 and refinements to that plan in 2010. On June 7, 2011, the BOS voted 11-0 on various pieces of legislation authorizing the Project, including the DDA, as well as to uphold the certification of the Project's Environmental Impact Report. The DDA represents the culmination of years of concentrated effort by TICD, the TIDA Board of Directors, the CAB, OEWD, the Land Use and Economic Development Committee of the BOS, multiple City agencies, and interested members of the public regarding the future of Treasure Island.
- F. Development Program. The Project's Land Use Plan and development program includes the following elements:
- 8,000 new residential units
 - 140,000 square feet of new retail uses
 - 100,000 square feet of commercial office space
 - 311,000 square feet of adaptive reuse of historic structures (Buildings 1, 2, and 3)
 - 500 hotel rooms
 - 30,000 square foot police / fire station
 - 75,000 square feet of cultural / museum space
 - 48,500 square feet of community facilities
 - 105,000 square foot school
 - 15,000 square foot sailing center
 - 300 acres of public open space

- New and reconfigured streets and paths, including bicycle, transit, and pedestrian facilities
- Landside services for the Marina
- A Transit Hub

The Project is anticipated to commence construction on the first phase of horizontal infrastructure necessary to support vertical development in mid-2012, with the construction of new homes and retail spaces anticipated to start in 2014. The first new homes could be occupied by 2015. Development is expected to occur in four major phases over a period of approximately 20 years. SFMTA currently operates the 108 line that serves the current residents and businesses on Treasure Island. Minimum levels of transit service and other transportation services would be initiated at the time of the first occupancy of new homes and would increase over time commensurate with demand as the population grows.

G. Project Documents. As part of the final Project approvals, TIDA and the BOS approved a number of transactional and implementing documents that establish the legal and regulatory framework by which the Project will be implemented. These include, among others: (1) the DDA between TIDA and TICD (2) the Development Agreement, approved by the San Francisco Planning Commission and the BOS, and (3) the TITIP.

1. The DDA is one of the primary documents that governs TICD's right to develop the Project in accordance with all of the other corresponding land use and entitlement documents, including the Housing Plan, Special Use District, Design for Development, Financing Plan, Land Use Plan, Phasing Plan, TITIP, Parks and Open Space Plan and Community Facilities Plan. The DDA is based on a "horizontal" land development transaction model. Under this model, land is the asset that is being improved and sold by TICD in return for the delivery of a public benefits package, including a minimum of 25% affordable housing, a transition housing program for existing qualified households, 300 acres of parks and open space, geotechnical stabilization and sea level rise improvements, transportation infrastructure, Transit Hub, geotechnical stabilization of certain portions of Treasure Island and the causeway connecting it to Yerba Buena Island and a comprehensive jobs and economic development opportunities for disadvantaged San Franciscans. The DDA also requires TICD to make certain subsidy payments to TIDA, including a transportation subsidy exclusively for the operation of the transportation services and programs on the Island.
 - a. The Financing Plan, attached to the DDA, establishes an agreement between TIDA and TICD for the use of tax increment and bond proceeds generated by the Project to finance public improvements and other costs

permitted by law through the formation of IFDs as well as Mello-Roos Community Facility Districts.

- b. The Infrastructure Plan, attached to the DDA, establishes the design and construction standards, performance criteria and specifications regarding the construction of public infrastructure within the Project, including site grading, street layout and geometry, transportation infrastructure and improvements, such as the Transit Hub, wet utilities, dry utility layouts, and parks and open space improvements.
 - c. The Transportation Plan Obligations, attached to the DDA, establishes TIDC's obligations related to implementation of the Transportation Program, including transportation infrastructure and facilities, transit fleet funding, transportation demand management program funding and space, and transit operating subsidies.
 - d. The Sustainability Plan, adopted by the TIDA Board as a policy matter on April 21, 2011 and dated April 13, 2011, establishes a framework and approach for achieving greater levels of sustainability in the Project, including principles related to land use, community, transportation, energy, water, waste, infrastructure and communications technology, climate change and economic vitality. The TITIP is consistent with the goals and strategies outlined in the Sustainability Plan. One of the roles of the TIMMA is to further the goals of the Sustainability Plan as they relate to transportation.
2. The TITIP, approved by TIDA and the BOS and dated June 28, 2011, describes generally how the Transportation Program for the Project will be implemented, including physical construction, transit service, and TDM tools. The TITIP will be implemented by the TIMMA, as described in this Memorandum of Agreement, in consultation with TIDA, the CAB, AC Transit, WETA, SFMTA and other agencies as required. The Transportation Program described in the TITIP is consistent with and works together with the DDA's Land Use Plan and development program, the Financing Plan, the Infrastructure Plan, and TIDC's Transportation Plan Obligations. The TITIP supersedes in its entirety Exhibit J (Treasure Island Transportation Plan) to the 2006 Development Plan and Term Sheet, which was endorsed by the CAB, the TIDA Board, and the BOS in December 2006, and the 2010 Term Sheet Update that was unanimously endorsed by CAB, the TIDA Board, and the BOS.
- H. Treasure Island Mobility Management Agency. The Treasure Island Transportation Management Act of 2008 (AB 981) authorizes creation or designation of a Treasure Island-specific transportation management agency, and directs TIDA to make a

recommendation to the BOS for the governance structure of that agency and provides the BOS with the authority to create or designate a board or agency that shall act as the that agency. The agency, which is identified in AB 981 as the Treasure Island Transportation Management Agency, will be known as the Treasure Island Mobility Management Agency (TIMMA). AB 981 also establishes that the purpose of the Project's transportation program, consistent with the DDA and the TITIP, is to accomplish the following:

1. To facilitate the implementation of an innovative, sustainable transportation program for Treasure Island that will encourage public transit, bicycle, pedestrian, and waterborne modes of transportation, reduce vehicle miles traveled, and minimize the impact of Treasure Island development on the system of state and local roadways affected by the San Francisco-Oakland Bay Bridge, as well as on the bridge itself, in furtherance of the California Global Warming Solutions Act of 2006.
 2. To develop a comprehensive set of TDM programs to encourage and facilitate transit use and to minimize the environmental and other impacts of private motor vehicles traveling to, from, and on Treasure Island.
 3. To manage Treasure Island-related transportation in a sustainable manner, to the extent feasible, with the goal of reducing vehicle miles traveled and minimizing carbon emissions and impacts on air and water quality.
 4. To create a flexible institutional structure that can set parking and congestion pricing rates, monitor the performance of the transportation program, collect revenues, and direct generated revenues to transportation services and programs serving Treasure Island.
 5. To promote multimodal access to, from, and on Treasure Island by a wide range of local, regional, and statewide visitors by providing a reliable source of funding for transportation services and programs serving Treasure Island that will include bus transit service provided by the city's municipal transportation agency, or its successor agency, and ferry service.
- I. Statement of Intent. TIDA and OEWD staff have expressed their intent to make a formal recommendation to the TIDA Board that it adopt a resolution recommending that the BOS designate the SFCTA as the TIMMA in order to implement specific components of the Project's Transportation Program as established by AB 981 and articulated in the TITIP. If the BOS designates the SFCTA as the TIMMA, the SFCTA intends to accept the designation.

III. Purpose of This Agreement and Framework for Formation and Implementation

- A. MOA. This MOA establishes the intent of TIDA and the SFCTA to recommend that the BOS, under the authority granted by the State Legislature in AB 981, designate the SFCTA to act as the TIMMA. This MOA describes generally the roles and responsibilities of the parties and more specifically the duties of the TIMMA in the event the BOS designates SFCTA as the TIMMA, including preparations for the initial phase of development and on-going responsibilities once transit services and other transportation programs are initiated. This MOA is not intended to define all of the activities of TIMMA in detail, but rather, defines a current understanding of the roles and responsibilities of TIMMA and its partners, including TIDA, in implementing and monitoring transportation services on the Island. The exact responsibilities of the TIMMA, the methods available for implementation and the resources available to the TIMMA will be described in more detail in the operating agreements that will be adopted with the establishment of the TIMMA.
- B. Operating Agreements, Formation Documents and Timeline. Following execution of this MOA, the parties agree to develop operating agreements and/or formation documents as required or deemed by the parties to be advisable and seek BOS approval to form the TIMMA and designate the SFCTA to act as the TIMMA. Formation documents are expected to be submitted to the BOS for approval by March 31, 2012.
- C. Pre-Occupancy Activities. While the primary role of the TIMMA is to manage and/or operate the transportation facilities, services, and programs for the Project, the parties recognize that there may be pre-occupancy activities that require participation and direction from the TIMMA (or SFCTA, prior to the formation of TIMMA). A description of the currently anticipated Pre-Occupancy Activities is found in Section V below. Section VII, below, describes the contracting and funding arrangements anticipated for this period.

- D. Occupancy Activities. Once transportation services and programs are operational, it is TIDA's intent that the TIMMA shall be responsible for overseeing and operating the Island's transportation services, as more fully described in Section IV below. Section VII, below, describes the subsidies anticipated to be available for this period.
- E. Modifications to this Agreement; Termination. TIDA and the SFCTA may mutually agree to enter into amendments to this Agreement from time to time as necessary. Either TIDA or the SFCTA may terminate this Agreement at any time.

IV. Roles and General Responsibilities of the Treasure Island Transportation Mobility Agency

- A. Legislative Authority. AB 981 provides for the establishment of a Treasure Island Transportation Management Agency, referenced throughout this document as the Treasure Island Mobility Management Agency or TIMMA, with the exclusive powers necessary to achieve the above stated goals, enabling the TIMMA to do any or all of the following (subject to the terms of a resolution or ordinance adopted by the BOS and any operating agreement(s) between the TIMMA and TIDA:
1. Adopt and administer the transportation program and implementing rules and regulations.
 2. Recommend to the BOS and the SFCTA for approval by a 2/3 majority of both entities, an initial fee structure for the imposition of congestion pricing fees applicable to residents and other motorists as they enter or exit Treasure Island in the amount deemed necessary and proper by the TIMMA to implement the Transportation Program.
 3. Adopt amendments to the congestion pricing fee structure initially adopted by the BOS and the SFCTA pursuant to subdivision (a) of Section 1967.5 of AB 981, as the TIMMA deems necessary and appropriate from time to time to implement the transportation program.
 4. Administer and collect congestion pricing fees on Treasure Island.
 5. Adopt on-street and off-street parking regulations for Treasure Island, including regulations limiting parking, stopping, standing, or loading and establishing parking privileges and locations, parking meter zones, and other forms of parking regulation similar to those adopted for other areas of San Francisco.
 6. Adopt on-street and off-street parking fees, fines, and penalties for Treasure Island and administer and collect all on-street and off-street parking fees, fines, penalties, and other parking-related revenues on Treasure Island.

7. Adopt a transit pass fee structure applicable to residents and other users of Treasure Island and administer and collect all Treasure Island transit pass fees.
 8. Fix the rates and charges for services provided or functions performed by the TIMMA and administer and collect those rates and charges.
 9. Apply for, accept, and administer state, federal, local agency, or other public or private grant funds for transportation purposes.
 10. Administer and collect all other revenues generated by the Transportation Program.
 11. Undertake studies, performance evaluations, and other mechanisms as it deems necessary and proper to adopt and amend the Transportation Program with the purpose of relieving transportation-related impacts.
 12. Expend its revenues for any purpose related to the Transportation Program, including costs of implementation, operation, collection and enforcement, maintenance, construction, and administration under the Transportation Program.
 13. Enter into contracts, cooperative agreements, and direct funding agreements with private parties and governmental agencies, including city departments, to the extent deemed necessary and proper by the TIMMA to implement the Transportation Program.
 14. Adopt rules and regulations governing high-occupancy vehicles
 15. Take all other steps as the TIMMA deems necessary and proper to implement the Transportation Program
- B. Transportation Program. The following describes the responsibilities of TIMMA as outlined in the TITIP and AB 981. These activities described below are collectively referred to in this document as the Transportation Program and are anticipated to be included in the operating agreement(s) between TIDA and the TIMMA in the event the SFCTA is designated as the TIMMA. The Transportation Program will be implemented over time as occupancy increases on Treasure Island.
1. Transportation Coordination. TIMMA shall directly hire or contract for a transportation coordinator(s) who will be responsible for managing and overseeing the programs and services offered or coordinated by the TIMMA. A Transportation Coordinator will be available on the Island to Island residents and employers to provide information about the transportation services available to them and will recommend changes as necessary to meet demand on the Island, subject to the amount of funding available for transportation services.

2. Contract Management. TIMMA shall negotiate with, contract with and manage on an on-going basis, contracts with transit service providers for the Island's transportation services as follows:
 - a. Transit Services. In accordance with the TITIP, TIMMA shall contract for and coordinate with transit agencies to reduce impacts associated with off-island automobile trips and improve the quality and level of transit service.
 - i. Ferry Service. TIMMA shall contract for ferry service to be provided between Treasure Island and San Francisco, including coordinating with WETA, or other service provider, on setting routes and schedules, and subsidizing operating costs, in accordance with the terms of the Memorandum of Understanding that is anticipated to be entered into with WETA. Minimum service levels, expected to be available at the opening of the first new residential units is outlined in the TITIP. Subsequent adjustments to service will be subject to annual budgetary and service planning discussions between the WETA and TIMMA, in consideration of the level of demand and the level of subsidy available.
 - ii. East Bay Bus Service. TIMMA shall contract for bus service to be provided between Treasure Island and Oakland, including coordinating with AC Transit, or other service provider, on setting routes and schedules, and subsidizing operating costs, in accordance with the terms of the MOU that is anticipated to be entered into with AC Transit. Minimum service levels, expected to be available at the opening of the first residential units are outlined in the TITIP. Subsequent adjustments to service will be subject to annual budgetary and service planning discussions between the service provider and TIMMA, in consideration of the level of demand and the level of subsidy available.
 - iii. SFMTA Bus Service. TIMMA shall coordinate with the SFMTA on its operations of the bus service between Treasure Island and San Francisco, in accordance with the ICA. SFMTA will provide bus service to the Project independently of the TIMMA and will not receive subsidies for bus operations from the TIMMA. SFMTA will determine the appropriate level of service to be provided to the Island, and will work with TIMMA and the other Treasure Island transportation operators to ensure that transit demand is met in the most efficient and effective way possible.

TIMMA shall coordinate with SFMTA in decisions regarding transit service, parking enforcement, traffic signaling, and all other operational

responsibilities for which SFMTA is mutually determined to have operational responsibilities, as described in AB 981.

- iv. Shuttle Service. TIMMA shall contract for on-Island shuttle service to be provided at no cost to riders, including setting routes and schedules and paying for operating costs. Shuttle service is anticipated to begin operation no sooner than the 3,000th unit is occupied on the island, at which time the existing Muni 108 route is anticipated to be shortened and no longer circulate extensively on-Island.
- v. Establish a Transit TAC. The MOUs with the service providers anticipate that TIMMA will establish a Technical Advisory Committee consisting of the operators of transit services on the Island and between the Island and both East Bay and San Francisco destinations and will convene this group on a quarterly basis once service has begun, or earlier if appropriate.
- b. Parking Operations. Prior to the commencement of the development, TIMMA shall determine the timeline for implementation of demand-responsive on-street parking pricing. TIMMA shall contract for on-street parking equipment (anticipated at this time to be administered through a contract with SFMTA's SFPark system). TIMMA shall be responsible for setting on-street prices, collecting revenues, and enforcing collection.

In addition, TIMMA shall contract for the operation and maintenance of public off-street parking facilities as they are developed. TIMMA shall be responsible for regulating charges and collecting revenues associated with off-street and non-residential on-street parking facilities and the congestion pricing program (see item 4 below), and distributing those revenues to support the proposed transit operations and TDM programs as well as funding a self-sustaining TIMMA organization.

- 3. TDM Programs to be Directly Operated or Contracted by TIMMA. TIMMA shall be responsible for implementing the following programs and services either through directly managing or by contracting with responsible providers. These programs will be implemented over time as warranted by demand.
 - a. Congestion Pricing. TIMMA shall be responsible for collecting revenues, setting pricing, maintaining equipment, enforcing collection, monitoring performance, and reporting findings of the congestion pricing demonstration program to the State Legislature in accordance with the requirements of AB 981. TIMMA may contract out these duties to third-party collection entities (e.g. FasTrak) and/or law enforcement agencies.

Revenues from congestion pricing will be allocated to subsidize all transit and TDM programs on the Island, as well as operation of TIMMA.

- b. Carshare Service. TIMMA shall contract with a carshare provider to provide vehicle "pods" in on- or off-street parking facilities. TIMMA shall coordinate with the carshare provider(s) to ensure the effective distribution of vehicles with those in private residential projects containing 50 or more units and commercial projects containing 25 or more stalls.
 - c. Bicycle Facilities. TIMMA shall maintain a fleet of bicycles for the use of residents and visitors. The bicycles and associated library equipment shall be provided by TICD under its DDA obligations to TIDA.
 - d. Carpool/Vanpool Ridematching. TIMMA shall either develop and manage an internal website or contract with an appropriate provider to provide carpool/vanpool ridematching services.
 - e. Guaranteed Ride Home. TIMMA shall develop and either manage a Guaranteed Ride Home program or contract with an appropriate provider (e.g. San Francisco Emergency Ride Home Program) to provide reimbursed trips to residents and employees who are registered as carpool or transit riders in the event of an emergency where an alternative means of travel is not available.
4. Public Information and Coordination Activities. TIMMA through the on-site transportation coordinator shall be responsible for public information related to the services available on the Island. The Coordinator will be expected to maintain regular hours on the Island in office space provided by TIDA or TICD at no cost to TIMMA for that purpose. Public information will include the dissemination of information about transit and other transportation services and will also include but will not be limited to the following programs, which will be implemented over time as demand warrants:
- a. Ramp Metering. TIMMA shall coordinate with Caltrans to ensure that residents and employers are given information regarding ramp metering operation and the potential delays associated with driving during peak periods.
 - b. Employee and Visitor TDM Programs. TIMMA shall develop a detailed employer TDM program that will specify programs to be required of employers of different sizes. TIMMA shall monitor and ensure that employers with over 25 employees possess the required TDM programs including carpool/vanpool ride-matching services, Guaranteed Ride Home, and bicycle parking.

- c. Special Event and Emergency Access. TIMMA shall oversee and process applications and TDM plans for special events. TDM plans will be required to address visitor access, parking and loading operations, residential parking spillover effects, and emergency access to and from the Island.
5. Reporting Requirements. As required in AB 981, TIMMA shall, not later than three years and no sooner than one year after TIMMA begins collection of revenues from congestion pricing activities, conduct a public opinion survey regarding the congestion pricing demonstration program. TIMMA shall provide a report to the California State Assembly Committee on Transportation and the Senate Committee on Transportation and Housing Committee on its findings, conclusions and recommendations.
6. Coordination with Development.
 - a. Construction Document Review. Under the DDA, TIDC is responsible for completing transportation infrastructure, as described in the Infrastructure Plan, to specifications reviewed and approved by TIDA and consistent with the approved Infrastructure Plan. TIDA will submit and TIMMA will review construction documents for certain transportation related infrastructure. TIMMA will provide comments within 30 days of receipt of drawings on issues related to the operation of transportation services on the Island. TIDC, as the master developer, will be responsible for the design and construction of all project infrastructure, including transportation improvements that will be operated by TIMMA.
 - b. Opportunities for Additional Funding. TIMMA shall coordinate with City and regional agencies to apply for any available grants and other funding sources that can help finance transportation facilities or operations. In the case TIMMA does receive grant funding, TIMMA shall administer the funds and annually report on their use to the TIMMA Board, TIDA Board and TIDC so long as funding subsidies are being provided to TIMMA.
7. Implementation of Mitigation Measures. The MMRP adopted by TIDA and the BOS includes two transportation-related mitigation measures from the Project's EIR, the implementation of which involve the TIMMA:
 - a. EIR Mitigation Measure M-TR-1, Construction Traffic Management. TIDC is responsible for preparing, and TIDA for approving, Construction Traffic Management Plans (CTMPs) at each Sub-phase of the Project. TIDA shall solicit input from TIMMA prior to approving the CTMP, and shall promptly provide copies of the approved CTMP and any reporting it receives under that CTMP to TIMMA.

- b. EIR Mitigation Measure M-TR-24, Bus Operations. This mitigation measure requires that the one-way Class 2 bike lane on Treasure Island Road be converted to a bus-only lane in the event certain delays to bus operations are observed. TIMMA shall monitor over a six-month period the on-time performance of bus operations and, if necessary and as described in the MMRP, arrange for the conversion of the bike lane on Treasure Island Road to a bus-only lane. TIDA shall be responsible for converting, or causing others to convert, the bike lane to a bus lane if so required by the mitigation measure.

V. Pre-Occupancy Activities

The following tasks are expected to occur between the approval of the operating agreement to be developed by SFCTA and/or TIMMA and TIDA relating to the pre-occupancy period prior to the occupancy of the first new residential units in the first phase of development on the Island, expected to occur in 2015. TIMMA's responsibilities will not be limited to the tasks listed and additional tasks will be further defined in the operating agreement.

- A. Transit Service Operations. TIMMA will coordinate with TIDA and the selected transit service providers to participate in contract negotiations to implement the initial minimum service levels on Treasure Island. Shuttle operations will not be operating on the Island initially, and will be added at a later date.
 1. East Bay Bus Service. TIMMA will participate in contract negotiations with AC Transit and will assist in implementation of initial service levels on the Island.
 2. SF-TI Ferry Service. TIMMA will participate in contract negotiations with WETA and will assist in implementation of initial service levels on the Island.
- B. Establish Initial Parking Program. Prior to occupancy of the first newly constructed home, TIMMA will coordinate with TIDA on the following:
 1. Program Policies. TIMMA shall determine the timeline for implementation of demand-responsive on-street parking pricing, and whether and how to contract with SFPark for such services.
 2. Specification and Procurement Documentation. TIMMA shall develop the necessary specification and procurement documentation to acquire parking equipment in accordance with TIMMA's adopted standards. TIMMA shall provide the specifications to TIDA for TIDA's use in implementing the Infrastructure Plan.

3. Set Initial On and Off Street Parking Pricing. TIMMA shall establish the initial parking pricing for on and off street parking administered by TIMMA, as well as a monitoring procedure to determine parking occupancy and triggers for changing parking rates on the island.
- C. Establish the Initial Congestion Pricing Demonstration Program. Prior to occupancy of the first newly constructed home, TIMMA will coordinate with TIDA on the following:
1. Demonstration Program Policies. TIMMA shall develop a congestion pricing fee structure and other policies necessary for initial implementation. TIMMA will develop initial pricing guidelines, including the size of carpools, entitled to avoid congestion pricing payment, and will develop triggers for changing pricing on the Island. In accordance with AB 981, TIMMA shall make a recommendation to the BOS and SFCTA in connection with their adoption of the initial pricing structure. Thereafter, in accordance with AB 981, TIMMA will have the authority to adjust program prices on Treasure Island.
 2. Timing of Implementation. TIMMA will propose a timeframe for implementation of congestion pricing to coordinate with on Island improvements including residential parking and roadway improvements. This timeline is subject to mutual agreement between TIMMA, TIDA and TIDC.
 3. Equipment and Facilities. TIMMA will coordinate with TIDA and TIDC for the specification and procurement documentation necessary to acquire congestion pricing equipment. TIMMA will develop a financing program for the initial equipment and facilities to enable the facilities cost to be amortized over time.
 4. Coordination. In establishing the initial program, TIMMA may coordinate with Caltrans and BATA, if and as it determines necessary.
- D. Preparation for Implementation of Other TDM Programs. TIMMA will coordinate with TIDA and TIDC to ensure that all appropriate TDM programs are in place with initial occupancy of the first newly constructed residential unit and that a plan is in place for increasing services as development increases. Such programs could include:
1. SFMTA Bus Service Levels. Participating in meetings as needed with SFMTA to ensure that appropriate initial levels of bus service are provided.
 2. Coordination with HOA for Pre-Paid Transit Vouchers. TIMMA will work with the TIDC and TIDA on the formation of a Master HOA on Treasure Island to ensure that pre-paid transit vouchers (currently assumed to be Clipper Cards) are purchased and distributed to all households required to participate in the transit voucher program.

3. Implementation Plan. TIMMA will complete an implementation plan, describing phased implementation for programs and tools outlined in the TITIP. The implementation plan shall refine the scope of proposed TDM programs as well as develop a more detailed implementation schedule that is commensurate with the Project development and resultant increases in travel demand.
4. Establish Data Requirements and Reporting. TIMMA will establish data collection and reporting requirements to be included in all contracts and to be conducted on island in support of measuring off island mode share, transit ridership, parking occupancy and other performance measures to be determined.

E. Coordination with Development.

1. Construction Document Review. The Project's Initial Sub-Phase, to be constructed during the pre-occupancy period, includes construction of the Ferry Terminal and other transportation-related facilities. TIMMA will provide comments on Initial Sub-Phase plans according to the procedures described above and to be developed by TIDA and TIMMA.
2. Prepare Initial Outreach Materials. Prior to the occupancy of initial units on the island, TIMMA will establish a local office and will prepare initial outreach materials, in coordination with TIDA and TICD that will be made available to prospective residents on the island as well as to the initial residents of the island.
3. Opportunities for Additional Funding. During the Pre-Occupancy period, opportunities for grant funding may become available. TIMMA shall coordinate with City and regional agencies to apply for any available grants that can help finance facilities or operations. In the case TIMMA does receive grant funding, TIMMA shall administer the funds and annually report on their use to the TIMMA Board, TIDA Board and TICD so long as funding subsidies are being provided to TIMMA.

VI. **TIDA General Responsibilities**

- A. Contract for Services. It is anticipated that TIDA will enter into an agreement with SFCTA prior to the formation of TIMMA to provide funding for initial planning activities during the Pre-Occupancy period as mutually agreed by the parties as necessary for implementation of the Transportation Program. Subsequent to the formation of TIMMA, but prior to occupancy and the beginning of the availability of subsidy through TICD, it is anticipated that TIDA will contract with TIMMA for

activities, as mutually agreed by the parties as necessary for continued implementation of the Transportation Program.

- B. Subsidies. With the initiation of project occupancy, TIDA shall administer the subsidy payment payable by TICD to TIDA under the DDA. TIDA's payment of the subsidy to TIMMA is subject to approval by the TIDA Board of Directors of an annual work program and budget.
- C. Facilities. TIDA shall provide or cause to be provided adequate office space and facilities for use of the on-Island Transportation Coordinator.
- D. Infrastructure. TIDA shall oversee the construction of infrastructure and coordinate with the necessary City departments for the provision of infrastructure in accordance with the Infrastructure Plan (e.g. ferry terminal, intermodal terminal, streets, etc.) as well as ongoing maintenance and operations prior to the acceptance of such infrastructure by the City.

VII. Budget, Reporting and Financial Commitments

- A. Funding Framework. The on-going operations of TIMMA are intended to be funded through TDM program revenues generated on the Island as well as any additional resources that TIMMA and its partners can develop. As established in the authorizing legislation and carried through to the TITIP, the expectation is that the Transportation Program is financially feasible. While initial subsidies are paid by TICD and are available to the TIMMA via TIDA, an explicit goal of the Transportation Program is that it be financially feasible and self-sustaining over time.

At no point shall the SFCTA, through its Proposition K program or other SFCTA managed funds, be used to fund TIMMA operations or Transportation Program services, except as agreed by the parties (e.g. through a City- or SFCTA-initiated grant application process) throughout the life of the Project.

B. Funding for Capital Improvements.

1. Project-funded capital improvements. TICD, on behalf of TIDA, is responsible for funding and constructing the transportation infrastructure improvements, according to the Schedule of Performance attached to the DDA. The total capital costs for these improvements are estimated at approximately \$140,000,000 in 2010 dollars.
2. Funding Responsibilities. TIMMA shall not be responsible for capital improvement functions carried out by the SFCTA, nor shall operating subsidies provided to the TIMMA by TICD be used for SFCTA projects outside of the

scope of TIMMA's operations. Such functions would include projects such as the construction of highway ramps and bike path to the west span of the Bay Bridge.

- C. Funding for TIMMA Pre-Occupancy Services. Prior to initiation of contracted transit service on the Island, it is the intent of both parties to negotiate and enter into a contract, or other mutually agreed upon instrument, that will specify the scope of work and budget for the Pre-Occupancy Activities and enable TIDA to reimburse TIMMA (or SFCTA) for its actual and reasonable expenses associated with this period, including TIMMA formation costs. Prior to the designation of the SFCTA as the TIMMA and formation of TIMMA, TIDA intends to contract with SFCTA for the initiation of planning activities necessary to ensure timely implementation of TITIP elements. Following formation or establishment of TIMMA, TIDA and TIMMA intend to enter into a contract for additional activities to be undertaken prior to occupancy of new housing units on Treasure Island. No subsidy funds from TICD, described below, will be available during the pre-occupancy period.
- D. Funding for TIMMA Operations. It is anticipated that the agreement between TIDA and TIMMA will include the following provisions regarding funding for TIMMA Operations.
1. Budget; Financial Reporting.
 - a. TIMMA shall create a system to manage its revenues and expenditures, and report on its finances to the TIMMA and TIDA Boards.
 - b. The TIMMA and TIDA Boards will adopt the budget for TIMMA operations, including contracting costs on an annual basis. The TIMMA budget will account for the terms of the service contracts with outside transit service providers, including the costs of those services, timing of payments to service providers, and the budgeting and reconciliation process for each service provider. The budget will include information about the amount of service to be operated, the schedule of service to be provided, and the expected revenue from all sources received by the TIMMA, as well as fare revenues received directly by contracted service providers. TIDA and TIMMA will meet and confer at least six months prior to the start of TIMMA-funded services, and at least annually thereafter, with service providers to finalize schedules, costs and operating subsidy requirements for the initial and each subsequent service year.
 - c. TIDA and TIMMA staff will meet at the mid-point of each fiscal year to discuss budget status and adjustments as needed and appropriate, subject to the availability of funds.

2. Subsidy.

- a. TICD Provision of Subsidy. The DDA requires that TICD contribute a transportation subsidy of \$30,000,000, expressed in 2010 dollars, to the Project over the life of the Project. At the time that the TIDA Board approves the budget for TIMMA operations, the TIDA Board shall also approve the amount of operating subsidy that is to be allocated to the TIMMA for the fiscal year. *Exhibit 1*, attached, includes an excerpt from the DDA describing the subsidy calculation and payment terms.
- b. Additional Subsidy. TIMMA will monitor the mode share for trips leaving the Island during peak travel periods. After the Island is 50% occupied, if less than 50% of off Island trips during the peak period are made by modes other than single occupant auto, the DDA requires that the SFCTA may require that TICD contribute an additional \$5,000,000 in subsidy to be paid in five installments of \$1,000,000, as described in *Exhibit 1*, for increasing alternative mode use for trips on and off the Island. To utilize this additional subsidy, TIMMA will develop a plan for expending those funds to promote the use of alternative modes and/or to increase service levels to encourage utilization of alternative modes and reflect the expenses in its annual budgets.
- c. Allocation of Subsidy by TIDA to the TIMMA. It is TIDA's intent to make the base and, as appropriate, the additional subsidies available to the TIMMA, and to enter into a contract or other mutually agreed upon instrument to pay the subsidy to the TIMMA. The contract would require TIDA and TIMMA to participate in an annual budgeting process to determine the amount of the subsidy drawn each year.

3. Cost Management; Other Funding Sources.

- a. TIMMA will work with TIDA, TICD, contracting agencies, and other partners, funders, or cooperating agencies to reduce the Project's operating subsidy requirements by collectively identifying and securing additional regional, state and federal funding sources.
- b. TIMMA and TIDA agree to jointly seek funding from all available sources and to support each other in developing mutual strategies for increasing funding from all available sources for both capital and operating needs. Funding from these sources may be applied to capital and operating costs as applicable.
- c. It is TIDA's expectation that residents on Treasure Island will be required to purchase pre-paid transit vouchers as part of their HOA fees, likely through

Clipper. TIDA and TIMMA intend to work with the Island's transit providers and MTC to determine whether retained unused value on Clipper cards that are purchased under the Treasure Island HOA CC&Rs can be captured to apply to Island transit service.

4. Staffing. TIMMA shall hire or designate personnel, including the Transportation Coordinator, necessary to carry out the organization's prescribed duties.
5. Procure Insurance. TIMMA shall acquire any insurance necessary to carry out the functions of the organization.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT on the date set forth above.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Recommended by:

Recommended by:

Tilly Chang
Deputy Director for Planning
San Francisco County Transportation Authority

Michael Tymoff
Project Director
Office of Economic and Workforce Development

Approved by:

Jose Luis Moscovich
Executive Director
San Francisco County Transportation Authority

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

Eileen M. Malley
Deputy City Attorney

EXHIBIT 1: Transportation Operating Subsidy Provisions from the DDA

13.3.2 Transportation Subsidies:

(a) Developer shall pay to the Authority a subsidy for the costs of the operation of transit facilities as provided for in the Transportation Plan in accordance with this Section (the "Annual Transportation Subsidy"). Developer shall pay the Annual Transportation Subsidy in annual installments (each, an "Annual Transportation Subsidy Payment") commencing on June 30 of the year that operation of the first new on-island shuttle, AC Transit bus or ferry begins service to or within the Project Site and each year thereafter (each a "Transportation Subsidy Payment Date"), provided, however, that for the first year only, the Annual Transportation Subsidy Payment shall be paid within thirty (30) days after the first new on-island shuttle, AC Transit bus or ferry begins service if service commences after June 30 of that year.

(b) Starting with the Reference Date, Authority shall be credited with a non-cash "Transportation Subsidy Account" balance of Thirty Million Dollars (\$30,000,000). The amount of each Annual Transportation Subsidy Payment shall be the lesser of (i) the amount of subsidy needed for transit facility operations as shown in the annual budget adopted by the Treasure Island Transportation Management Agency ("TITMA"), and (ii) an "Annual Transportation Subsidy Maximum Amount" of Four Million Dollars (\$4,000,000.00). If the Annual Transportation Subsidy Payment in any year is less than the Annual Transportation Subsidy Maximum Amount, then the unused amount shall be applied to the Annual Transportation Subsidy Maximum Amount for the subsequent year, and such amount shall become the new Transportation Subsidy Maximum Amount for that year.

(c) The Annual Transportation Subsidy Payment shall reduce the Transportation Subsidy Account balance by a corresponding amount. At the end of each Authority Fiscal Year, commencing at the end of the Authority Fiscal Year in which the Reference Date occurs, the Transportation Subsidy Account balance remaining after the Annual Transportation Subsidy Payment has been made shall be credited with interest based on the increase in the Index over the prior twelve month period (except that the first interest credit shall be based on the period from the Reference Date to the end of the Authority Fiscal Year in which the Reference Date occurs). Developer's obligation to pay the Annual Transportation Subsidy shall cease when the Transportation Subsidy Account balance has been exhausted. Developer shall have no obligation to increase the available balance in the Transportation Subsidy Account at any time after the account is first established.

(d) If upon Completion of the southern breakwater, as described in the Infrastructure Plan, there remains an unused balance in the Transportation Subsidy Account, Developer, upon Authority's written request, shall pay all unused

amounts to Authority.

(e) Authority shall assign all Transportation Subsidy Payments to TITMA to the extent required, provided, however, that in all events such funds shall be restricted to use for operating transit and maintaining transportation facilities in accordance with TITMA's governing documents and approved budget. Commencing in the year prior to the first year in which the Transportation Subsidy Payment occurs and each year thereafter, Authority shall meet and confer with Developer and the TITMA to review a preliminary budget and transit service plan anticipated for the upcoming year. This meet and confer process shall be coordinated with the TITMA's budgeting process and any consultations by TITMA with the Water Emergency Transit Agency, AC Transit, or other transit providers. Developer shall have the right to comment on the preliminary budget and service plan, and propose revisions reasonably designed to achieve cost savings, efficiencies or better transportation operations. Authority shall cooperate with Developer and the TITMA in good faith to implement such reasonable revisions proposed by Developer, other than as a result of the accrual of interest earnings set forth herein.

(f) Transportation Capital Contributions Subsidy: Developer shall pay Authority a "Transportation Capital Contributions Subsidy" in accordance with this Section. Starting on the Reference Date, Authority shall be credited with a non-cash "Transportation Capital Contribution Account" balance of One Million Eight Hundred Thousand Dollars (\$1,800,000), adjusted annually at the end of each Authority Fiscal Year by the increase in the Index over the prior twelve month period (except that the first interest credit shall be based on the period from the Reference Date to the end of the Authority Fiscal Year in which the Reference Date occurs). Upon request by the SFMTA when required to pay for the purchase of a Muni bus necessary to serve the Project, Developer shall pay SFMTA the lesser of (i) 20% of the cost of the SFMTA bus, or (ii) Three Hundred Thousand Dollars (\$300,000) adjusted by the percentage increase, if any, between the Index published in the month prior to the Reference Date and the Index published for the month prior to the applicable payment (or if no Index is published for the applicable month, the Index for the closest preceding month for which the Index is published). Each SFMTA bus payment shall reduce the Transportation Capital Contribution Account balance. If at the time SFMTA purchases its sixth bus, there remains an unused balance in the Transportation Capital Contribution Account, Developer upon Authority's written request, shall pay all unused amounts to SFMTA.

(g) Additional Transportation Subsidy. Notwithstanding anything in this Agreement to the contrary, after the first certificate of occupancy (whether temporary or final) has been issued for the 4,000th dwelling unit on the Project Site, the Authority and the San Francisco County Transportation Authority ("SFCTA") shall have the right in accordance with the process described in this Section 13.3.2(g) to require further commitments from Developer to reduce automobile car trips during the peak hour and improve transit usage.

(i) Within one year after the issuance of the certificate of occupancy for the 4000th dwelling unit on the Project Site, the Authority shall (x) prepare, at Developer's cost, a report that analyzes the travel behavior of island residents, (y) hold a duly noticed public meeting of the Authority's Board of Directors on the report, and (z) make a recommendation to the SFCTA regarding the need to implement additional transportation demand management programs to reduce automobile car trips during the peak hour and improve transit usage.

(ii) In the event that the report shows the residential transit mode share, measured as a percentage of residential transit trips out of the total residential off-Island person-trips, during the weekday morning and evening peak hour is 50% or less, then, within ninety (90) days of the report and the Authority's recommendation to the Clerk of the SFCTA, the SFCTA may require that the Developer pay to TITMA an additional transportation subsidy (the "**Additional Transportation Subsidy**") in the total amount of \$5 million, in five (5) consecutive annual installments of \$1 million each. The annual installments of the Additional Transportation Subsidy shall commence on June 30 of the year that the SFCTA requires the Additional Transportation Subsidy, provided that for the first year only, the annual Additional Transportation Subsidy payment shall be paid within thirty (30) days of the SFCTA's demand. The Additional Transportation Subsidy shall accrue interest in the same manner as provided in this Section 13.3.2 with respect to the Annual Transportation Subsidy.



1 [Memorandum of Agreement Between the Authority and the San Francisco County
2 Transportation Authority]
3 Resolution Approving a Memorandum of Agreement Between the Treasure Island
4 Development Authority and the San Francisco County Transportation Authority and
5 Authorizing the Treasure Island Project Director to Negotiate Contracts and Develop
6 Formation Documents for the Treasure Island Mobility Management Agency.

7 WHEREAS, Former Naval Station Treasure Island is a military base located on
8 Treasure Island and Yerba Buena Island (together, the "Base" or "Treasure Island"), which is
9 currently owned by the United States of America; and,

10 WHEREAS, The Base was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and,

13 WHEREAS, The United States Department of Defense designated the City and County
14 of San Francisco ("City") as the Local Redevelopment Authority ("LRA") responsible for the
15 conversion of the Base under the federal disposition process; and,

16 WHEREAS, In 1997, the Base closed and the Treasure Island Development Authority
17 ("TIDA") was created to replace the City as the LRA and to serve as a single entity
18 responsible for the reuse and development of the Base; and,

19 WHEREAS, The Board of Supervisors approved the designation of TIDA as a
20 redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated
21 February 6, 1998; and,

22 WHEREAS, The Authority is not exercising any of its redevelopment powers
23 under California community redevelopment law in connection with the reuse and development
24 of the Base, and no redevelopment project area or redevelopment plan has been adopted for
25 the Base; and,

1 WHEREAS, After a competitive bid process, the TIDA Board selected Treasure Island
2 Community Development, LLC ("TICD") as the proposed master developer of the Base and
3 entered into a Disposition and Development Agreement ("TICD DDA") and other transaction
4 documents relating to the reuse and development of the Base (the "Project"); and,

5 WHEREAS, The Treasure Island Transportation Management Act of 2008 ("AB 981")
6 authorized the creation or designation of a Treasure Island-specific transportation
7 management agency for Treasure Island, and authorized the Board of Supervisors of the City
8 and County of San Francisco ("BOS") to designate a board or agency to act as the
9 transportation management agency for Treasure Island; and,

10 WHEREAS, AB 981 authorizes the transportation management agency to recommend
11 an initial fee structure for congestion pricing fees, to adopt on-street and off-street parking
12 fees, fines and penalties, as well as administer a transportation program and the collection
13 and use of revenues generated from fees; and,

14 WHEREAS, The San Francisco County Transportation Authority ("SFCTA") is the
15 congestion management agency for San Francisco and the lead agency for recent congestion
16 pricing sector work in San Francisco, and the SFCTA has had an ongoing, positive
17 relationship with the Authority, including the planning, design and implementation of the
18 Treasure Island/Yerba Buena Island Ramps Project; and,

19 WHEREAS, Authority staff have collaboratively negotiated a Memorandum of
20 Agreement ("MOA") with the SFCTA to conceptually outline the roles and responsibilities
21 associated with the transportation management agency, now called the Treasure Island
22 Mobility Management Agency ("TIMMA"), in the event the BOS designates the SFCTA as the
23 TIMMA; and,

1 WHEREAS, The MOA states the Authority's intention to recommend to the BOS that
2 the SFCTA be designated as the TIMMA, and the SFCTA's intention to accept such
3 designation; and,

4 WHEREAS, The MOA states the Authority's intention to negotiate initial operating
5 contracts and prepare formation documents for the TIMMA to be presented to the Authority
6 Board before March 31, 2012; now, therefore, be it

7 RESOLVED, That the Authority Board hereby approves the Memorandum of
8 Agreement between the Treasure Island Development Authority and the San Francisco
9 County Transportation Authority in substantially the form attached hereto as Exhibit A; and, be
10 it

11 FURTHER RESOLVED, That the Authority Board authorizes the Treasure Island
12 Project Director to negotiate initial operating contracts and develop formation documents for
13 the Treasure Island Mobility Management Agency for consideration by the Authority Board by
14 March 31, 2012; and, be it

15 FURTHER RESOLVED, That the Authority Board hereby authorizes the Treasure
16 Island Project Director to enter into any additions, amendments or other modifications to the
17 Memorandum of Agreement that the Treasure Island Project Director determines in
18 consultation with the City Attorney are in the best interests of the Authority, that do not
19 materially increase the obligations or liabilities of the Authority, that do not materially reduce
20 the rights of the Authority, and are necessary or advisable to complete the preparation and
21 approval of the Memorandum of Agreement, such determination to be conclusively evidenced
22 by the execution and delivery by the Treasure Island Project Director of the documents and
23 any amendments thereto.
24
25

1 **CERTIFICATE OF SECRETARY**

2 I hereby certify that I am the duly elected and acting Secretary of the Treasure Island
3 Development Authority, a California nonprofit public benefit corporation, and that the above
4 Resolution was duly adopted and approved by the Board of Directors of the Authority at a
5 properly noticed meeting on October 12, 2011.

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7 _____
8 ,Secretary
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AGENDA ITEM 9
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 12, 2011

Subject: Informational Presentation regarding Treasure Island and Yerba Buena Island Parking Rules, Regulations and Prohibitions

Contact Mirian Saez, Director of Island Operations
Phone (415) 274-0660

BACKGROUND

In November of 2008, the Board of Supervisors amended the Transportation Code to add Section 7.2.43(a)(20) which allows Treasure Island Development Authority (TIDA) to prohibit parking on public property located on Treasure Island and Yerba Buena Island where TIDA has posted legally required signage of parking rules, regulations and prohibitions. Questions have arisen as to what constitutes public property and whether TIDA has the ability to remove vehicles. To clarify TIDA's authority to remove vehicles through the San Francisco Police Department (SFPD) and the San Francisco Municipal Transportation Authority (MTA) on Treasure Island and Yerba Buena Island, TIDA shall (1) adopt Parking Rules, Regulations and Prohibitions ("The Rules"); and (2) recommend legislative amendments to the San Francisco Transportation Code by adding a new to Section 7.2.53 and amending Section 8.1.

The parking lots on Treasure Island are public property. TIDA's proposed Rules (Exhibit A) declare that no vehicle may be parked overnight between the hours of 9:00 p.m. and 5:00 a.m., except for vehicles displaying a valid TIDA decal or vehicles authorized under a valid TIDA permit. Signs shall be erected to provide the public with adequate notice.

The following parking lots are covered by these Rules, Regulations and Prohibitions:

Building One - 1 Avenue of the Palms
Building 180 - 200 California Avenue
Building Two- 300 California Avenue
Building Three- 600 California Avenue
Building 157 - 51 California Avenue - The Chapel
Building 271 - 191 Avenue of the Palms - Casa de la Vista
Building 265 - 265 Avenue B - The Library
Building 227 - 291 Avenue of the Palms - Pavilion by the Bay
Building 449 - 150 4th Street - The Eucalyptus Lot
Building 453 - 401 Avenue of the Palms - Star Barracks
Building 452 - 601 Avenue of the Palms - Star Barracks

To clarify that TIDA has the ability to remove vehicles through the SFPD and the SFMTA in violation of the parking Rules, TIDA recommends amendments to the San Francisco

Transportation Code by adding Section 7.2.53 that will prohibit parking overnight between the hours of 9:00 p.m. and 5:00 a.m. on any public street, highway, or public right of way on Treasure Island or Yerba Buena Island. In addition, TIDA recommends amending Transportation Code 8.1 to clarify that any vehicle in violation of Transportation Code Section 7.2.43 or 7.2.53 are subject to citation and tow.

These amendments will not affect residential parking.

Once approved by the TIDA Board, the propose legislation will be submitted to the Board of Supervisors for approval.

RECOMMENDATION:

Project Staff recommends TIDA's approval of the Parking Rules, Regulations and Prohibitions and these legislative amendments to the San Francisco Transportation Code.

EXHIBITS

- | | |
|-----------|---|
| Exhibit A | Treasure Island Parking Rules, Regulations and Prohibitions |
| Exhibit B | Map |
| Exhibit C | TIDA Parking Lot Resolution |
| Exhibit D | Board of Supervisors Parking Prohibitions and Authority to Remove Vehicles Resolution |
| Exhibit E | Transportation Code Amendment Resolution |

Prepared by: Marianne Mazzucco Thompson,
For: Mirian Saez, Director of Island Operations



TREASURE ISLAND DEVELOPMENT AUTHORITY

PROPOSED

PARKING RULES, RESTRICTIONS AND PROHIBITIONS

GOVERNING PARKING LOTS AND ANY STREET, HIGHWAY, OR OTHER PUBLIC RIGHT OF WAY

October 12, 2011

Administrative Statement

The San Francisco Transportation Code prohibits parking on public property on Treasure Island or Yerba Buena Island where Treasure Island Development Authority ("TIDA") has posted legally required signage of parking restrictions and prohibitions. San Francisco Transportation Code (Code) Section 7.2.43(a)(20). Questions have arisen as to what constitutes public property and whether TIDA has the ability to enforce said Code. These Rules, Restrictions, and Prohibitions ("The Rules") clarify the authority of the San Francisco Police Department ("SFPD") and the San Francisco Municipal Transportation Authority ("MTA") to remove vehicles parked illegally on Treasure Island and Yerba Buena Island.

In an effort to protect property, enhance public safety, prevent illegal parking and eliminate abandoned vehicles, the TIDA Board adopted the following Parking, Rules, Restrictions and Prohibitions:

TIDA'S PARKING RULES, RULES, RETRICTIONS AND PROHIBITION FOR PARKING LOTS

TIDA's parking lots, depicted in Exhibit A hereto, are public property within the meaning of the Code. The Code prohibits parking on public property on Treasure Island or Yerba Buena Island in violation of any parking rules adopted by TIDA. The Rules prohibit parking in parking lots between the hours of 9:00 p.m. and 5:00

a.m., except for vehicles displaying a valid TIDA decal, or vehicles authorized under a valid TIDA permit. TIDA shall erect signs to provide the public with adequate notice of the Rules.

The parking lots associated with the following buildings are covered by the Rules:

Building One - 1 Avenue of the Palms
Building 180 - 200 California Avenue
Building Two- 300 California Avenue
Building Three- 600 California Avenue
Building 157 - 51 California Avenue - The Chapel
Building 271 - 191 Avenue of the Palms - Casa de la Vista
Building 265 - 265 Avenue B - The Library
Building 227 - 291 Avenue of the Palms – The Pavilion by the Bay
Building 449 - 150 4th Street - The Eucalyptus Lot
Building 453 - 401 Avenue of the Palms – The Star Barracks
Building 452 - 601 Avenue of the Palms – The Star Barracks

**TIDA RULES , REGULATIONS AND PROHIBITIONS GOVERNING
PARKING ON ANY STREET, HIGHWAY, OR OTHER PUBLIC RIGHT
OF WAY ON TREASURE OR YERBA BUENA ISLAND**

The Code contains specific parking provision that clearly covers the streets and highways on Treasure Island and Yerba Buena Island. The Code prohibits parking overnight between the hours of 9:00 p.m. and 5:00 a.m. on any street, highway or other public right of way on Treasure Island or Yerba Buena Island. In addition, the Code clarifies SFPD's authority to remove vehicles in violation of the Rules. TIDA will erect signs to provide the public with adequate notice of the parking restriction.



[Parking Prohibitions and Authority to Remove Vehicles]

Ordinance adding a new Section 7.2.53 of the San Francisco Transportation Code to prohibit parking on a public right of way on Treasure Island or Yerba Buena Island between the hours of 9:00 p.m. and 5:00 a.m. and amending Section 8.1 of the San Francisco Transportation Code to authorize removal of vehicles from Treasure Island and Yerba Buena Island parked between the hours of 9:00 p.m. and 5:00 a.m. in violation of San Francisco Transportation Code Section 7.2.53 or parked in violation of parking rules, restrictions, or prohibitions adopted by the Treasure Island Development Authority in accordance with San Francisco Transportation Code Section 7.2.43(20).

NOTE: Additions are single-underline italics Times New Roman;
deletions are ~~strike-through italics Times New Roman~~.
Board amendment additions are double-underlined;
Board amendment deletions are ~~strikethrough-normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The San Francisco Transportation Code is hereby amended by adding a new Section 7.2.53, to read as follows:

SEC. 7.2.53. PARKING ON TREASURE ISLAND AND YERBA BUENA ISLAND.

To Park a vehicle for any period of time between the hours of 9:00. p.m. and 5:00 a.m. on any street, highway, or public right of way on Treasure Island or Yerba Buena Island.

Section 2. The San Francisco Transportation Code is hereby amended by amending Section 8.1, to read as follows:

SEC. 8.1 CIRCUMSTANCES PERMITTING REMOVAL

(a) When any legally required signage is posted giving notice, any Police Officer or Parking Control Officer is authorized, in accordance with all applicable requirements of this Code and the Vehicle Code, to remove or cause to have removed any vehicle that is:

1 (1) Parked in violation of Vehicle Code Section 22500, 22651 or 22652; (70, 70b) or

2 (2) Parked, disabled or abandoned in a manner as to obstruct the normal movement of
3 pedestrian or vehicular traffic, or in a condition to create a hazard to other traffic in violation of
4 Vehicle Code Sections 22651(b) or 22654(c); (70, 70(b), 71b, 159) or

5 (3) Not a motorcycle and is Parked in an area designated as motorcycle parking only;
6 (27, 219) or

7 (4) Interfering with the use of any Street for purposes other than the normal flow of
8 traffic in violation of signs posted at least 24 hours before such use is scheduled to begin, in
9 accordance with Vehicle Code § 22654(d) or 22651(m); (193, 193.4) or

10 (5) Parked at a Stand when such vehicle is not within the class of vehicles authorized
11 to use such Stand, or is Parked at a Stand outside of the hours that such vehicle is authorized
12 to use a Stand; (33.5A) or

13 (6) Parked in such a manner that it blocks any entrance to any residence or blocks
14 access to electric vehicle charging bays; (32.21, 32.21A, 32.22) or

15 (7) Parked in violation of any restriction or prohibition in Division II for which Division II
16 authorizes removal of vehicles in accordance with Vehicle Code Section 22651(n); (32.4.1,
17 32.4.3, 27) or

18 (8) Parked in violation of a Parking restriction or prohibition posted at a curb painted
19 white, yellow, green or red; (33.3, 38.B, 38.C) or

20 (9) Parked on a Street for 72 or more consecutive hours (3 days), except that no
21 vehicle may be removed pursuant to this Section except in compliance with all procedural
22 requirements of this Code; (37(a), 159, 159.10) or

23 (10) Parked in any Municipal Parking Facility in any manner which violates this Code,
24 or which is left in a Municipal Parking Facility for more than 24 hours after the expiration of the
25 period for which the parking fee was paid for that vehicle; (32.14, 32.19) or

1 (11) A bicycle left unattended in any manner that obstructs a sidewalk, street, alley,
2 transit access or other public place. (219.2)

3 (12) Parked in a Parking Space designated by the Municipal Transportation Agency's
4 Board of Directors for the exclusive use of car share vehicles which have been issued a Car
5 Share Vehicle Parking Permit.

6 (13) Parked on Public Property on Treasure Island or Yerba Buena Island in violation of any
7 parking rules, restrictions, or prohibitions adopted by the Treasure Island Development Authority
8 pursuant to Section 7.2.43(20) where the Treasure Island Development Authority has posted legally
9 required signage of such parking rules, restrictions, or prohibitions.

10 (14) Parked for any period of time between the hours of 9:00 p.m. and 5:00 a.m. on any street,
11 highway or other public right of way on Treasure Island or Yerba Buena Island pursuant to Section
12 7.2.53 where the Treasure Island Development Authority has posted legally required signage of such
13 parking rules, restrictions, or prohibitions.

14 (b) Any peace officer or other employee authorized to enforce Port Regulations who
15 finds any vehicle or animal unattended and standing or Parked in violation of Port Regulations
16 may remove the vehicle or cause it to be removed to the nearest garage or such animal to the
17 nearest place of safety. (220)

18 (c) Any peace officer who arrests the operator of a vehicle that is licensed as a
19 charter-party carrier of passengers by the CPUC for operating as a taxicab may impound the
20 vehicle in accordance with California Public Utilities Code §5411.5.

21 APPROVED AS TO FORM:
22 DENNIS J. HERRERA, City Attorney

23 By: _____
24 Alicia Cabrera
25 Deputy City Attorney

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RESOLUTION NO.

[San Francisco Transportation Code]

Resolution recommending proposed amendments to the San Francisco Transportation Code.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

1 **WHEREAS**, The Board of Supervisors approved the designation of the Authority as a
2 redevelopment agency for Treasure Island in 1997; and,

3 **WHEREAS**, In November of 2008 the Board of Supervisors amended the San
4 Francisco Transportation Code Section 7.2.43(a)(20) to prohibit parking on public property
5 that is located on Treasure Island or Yerba Buena Island where the Authority has posted
6 legally required signage of parking restrictions and prohibitions; and

7 **WHEREAS**, In an effort to protect public property on Treasure Island and Yerba Buena
8 Island, enhance public safety, prevent illegal parking and eliminate abandoned vehicles,
9 Authority seeks to amend the San Francisco Transportation Code ("Transportation Code") to
10 authorize the removal of vehicles parked on public property in violation of Authority's parking
11 restrictions and prohibitions; and

12 **WHEREAS**, Authority proposes to amend the Transportation Code to prohibit
13 overnight parking between the hours of 9:00 p.m. and 5:00 a.m. on any street, highway or
14 other public right of way on Treasure Island or Yerba Buena Island; and

15 **WHEREAS**, Authority proposes to amend the Transportation Code to authorize
16 removal of any vehicle parked on any street, highway or other public right of way on Treasure
17 Island and Yerba Buena Island; and

18 **RESOLVED**, Authority recommends that the Board of Supervisors amend the San
19 Francisco Transportation Code to prohibit overnight parking between the hours of 9:00 p.m.
20 and 5:00 a.m. on any street, highway, or other public right of way located on Treasure Island
21 and Yerba Buena Island; and to authorize the removal of any vehicle parked in violation of
22 Authority's parking restrictions and prohibitions.
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1
2 **CERTIFICATE OF SECRETARY**
3

4 I hereby certify that I am the duly elected and acting Secretary of the Treasure
5 Island Development Authority, a California nonprofit public benefit corporation, and
6 that the above Resolution was duly adopted and approved by the Board of Directors
7 of the Authority at a properly noticed meeting on October 12, 2011.
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9 _____ Secretary
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RESOLUTION NO.

[Parking Regulations for Parking Lots]

Resolution authorizing the Director of Island Operations to prohibit overnight parking between the hours of 9:00 p.m. and 5:00 a.m. in the parking lots, except for authorized vehicles.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

1 **WHEREAS**, The Board of Supervisors approved the designation of the Authority as a
2 redevelopment agency for Treasure Island in 1997; and,

3 **WHEREAS**, In November of 2008 the Board of Supervisors amended the San
4 Francisco Transportation Code Section 7.2.43(a)(20) to prohibit parking on public property
5 that is located on Treasure Island or Yerba Buena Island where the Authority has posted
6 legally required signage of parking restrictions and prohibitions;

7 **WHEREAS**, in an effort to protect public property on Treasure Island and Yerba Buena
8 Island, enhance public safety, prevent illegal parking and eliminate abandoned vehicles,
9 Authority seeks to prohibit overnight parking on the parking lots as attached hereto and
10 incorporated by reference (Exhibit A); now, therefore be it

11 **RESOLVED**, There shall be no overnight parking between the hours of 9:00 p.m. and
12 5:00 a.m. on the parking lots (Exhibit A), except for vehicles displaying a valid TIDA parking
13 decal or vehicles authorized under a valid Authority permit; and, be it

14 **RESOLVED**, That the Authority hereby authorizes the Director of Island Operations to
15 execute the Parking Rules, Restriction and Prohibitions effective thirty (30) days from its
16 adoption; and, be it

17 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director of
18 Island Operations or her designee to enter into any additions, amendments or other
19 modifications to the Agreement that the Director of Island Operations or her designee
20 determines in consultation with the City Attorney are in the best interests of the Authority, that
21 do not materially increase the obligations or liabilities of the Authority, that do not materially
22 reduce the rights of the Authority, and are necessary or advisable to complete the preparation
23 and approval of the Agreement, such determination to be conclusively evidenced by the
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1 execution and delivery by the Director of Island Operations or her designee of the documents
2 and any amendments thereto.
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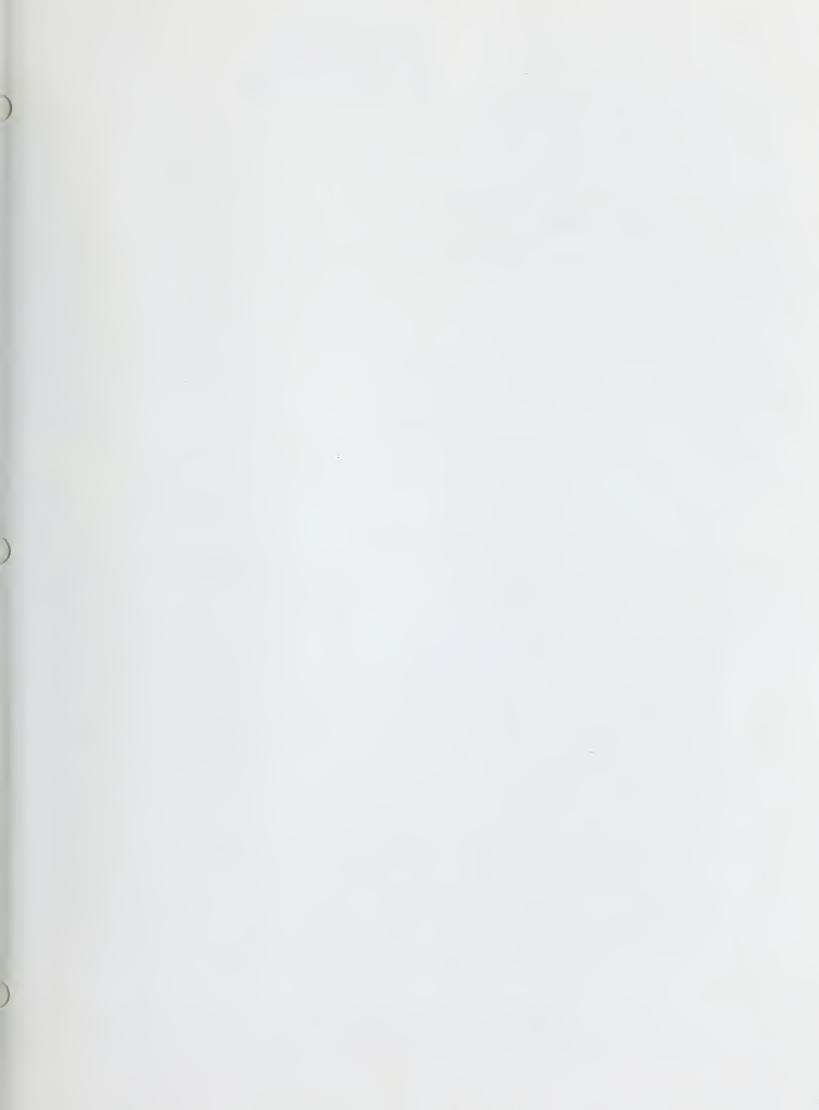
4 **CERTIFICATE OF SECRETARY**
5

6 I hereby certify that I am the duly elected and acting Secretary of the Treasure
7 Island Development Authority, a California nonprofit public benefit corporation, and
8 that the above Resolution was duly adopted and approved by the Board of Directors
9 of the Authority at a properly noticed meeting on October 12, 2011.
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11 _____, Secretary
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DRAFT Minutes of Regular Meeting- Item 6 (a)
Treasure Island Development Authority
October 12, 2011

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

GOVERNMENT
DOCUMENTS DEPT

NOV 10 2011

SAN FRANCISCO
PUBLIC LIBRARY

1. Call to Order

1:43 PM

Present

Claudine Cheng, *President*
Larry Del Carlo
Mark Dunlop
John Elberling, *Chief Financial Officer*
Linda Richardson
Jean-Paul Samaha, *Secretary/Vice-President*
Larry Mazzola, Jr.

Excused

Supervisor Jane Kim, *Ex-Officio*

2. General Public Comment

There was no general public comment.

3a. Directors Report

Mirian Saez, Director of Island Operations, discussed operational issues including the public safety and crime stats for September, noting and overall decrease in crime from 2006. Department of Emergency Management installed tsunami warning signs on the Island for the purpose of educating residents of the tsunami and/or flooding potential. Discussed Department of Environment MOU for the installation of three electrical vehicle chargers for public use. Disclosed settlement agreements that the City has made on behalf of TIDA. Ms. Saez pointed out an Informational Memo regarding budget adjustments made for this fiscal year. Quality of life: In September, Good Neighbors held their first steering committee meeting for a new community watch program; JSCO power washed exteriors of their units; TIDA installed bollards for public safety and beautification purposes. Under fun notes, Ms. Saez noted the Bliss Dance statue extension, and reported that there were over 1500 attendees at TI Wine Fest on Saturday October 8th. Upcoming events: Treasure Island Music Festival returns for its fifth year on October 15th - 16th on the Great Lawn. On-island meeting will be held November 16, 2011 followed by a reception. A presentation allowing for discussion and recommendation on the On-island Special Events policy will be heard by the board at a future meeting; said policy was last reviewed and approved in 2007. Anticipate a recommendation of any changes early next year. Ms. Saez added that staff will address prevailing wages in the discussion, present to the board in order to receive comments and then will finally bring revised policy for approval in February 2012. No public comment.

3b. Report by Office of Economic & Workforce Development

Michael Tymoff, OEWD, gave an update on the development schedule. Mr. Tymoff stated that he presented the development schedule at last week's CAB meeting as well. Given the nature of

ongoing activities relating to Navy transfer and commencement of construction CAB and OEWD have decided to convene on a quarterly or as-needed basis. CAB will continue to serve in an advisory capacity to TIDA. YBI ramps project: Currently in final stages of EIR and EIS phase. Staff expects NEPA on November 30th and CEQA certification to be in front of the SFCTA board in early December. Anticipate first phase of land transfer from Navy sometime in January 2012 which will allow for relocation of Quarters 10 and Building 267 which is where ramps will land on YBI. Transition was discussed: Four or five firms were represented during the pre-proposal of transition/relocation service providers. Staff anticipates being under contract by end of October. These firms would handle the implementation of the moves of YBI residents to TI. Mr. Tymoff noted that the draft implementation plan will be presented to the board and staff will hold several residential/community meetings to prepare for transition. OEWD received one YBI resident inquiry relating to relocation plan. Staff response was that there is no certain move date but 90 day notices will be given no sooner than late Fall/ early Winter of 2012. Although staff will know more as monitoring the Navy's environmental performance relating to closing conditions moves forward, currently staff anticipates construction activities to begin in late 2012 early 2013.

In response to a question asked by Director Richardson, Mr. Tymoff stated that there is no set relocation date for YBI relocation, and stated that staff can lay out a schedule and will note certain milestones from draft implementation plan when communicating with residents. Staff will know at least 4-5 months in advance with greater specificity to the transfer date.

In response to an inquiry from Director Del Carlo, Kelly Pretzer, OEWD, noted Overland Pacific Cutler, Associate Right of Way Services (ARWS), Auto Temp, Yolanda's Construction and Thierry Consulting as the firms that attended the pre-proposal conference to provide transitional relocation services.

In response to an inquiry from Director Dunlop, Mr. Tymoff stated that 90 day interim move notices will be issued no sooner than late Fall early Winter 2012. 120 day notices will be issued for the long term moves. Mr. Tymoff confirmed that residents would not get notices before October of next year.

In response to an inquiry from Director Samaha, Mr. Tymoff stated that there is an in-lieu payment option available for YBI residents who decide not to move to TI. This option is also available for TI residents who do not want to relocate to designated areas.

No public comment.

3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)

There was no Report from the Citizen's Advisory Board.

There was no public comment on the Citizen Advisory Board report.

4. Communications

There was no discussion of the Communications by Directors.

There was no public comment on the Communications item.

5. Ongoing Business by Board of Directors

President Cheng and Ms. Saez, Director of Island Operations, presented a plaque to Jon Yolles, formally with OEWD, thanking him for his service and dedication to the redevelopment plan.

No public comment.

6. Consent Agenda

- a. Approving the minutes of the September 14, 2011 Regular Meeting.
- b. Interim Subleasing Policy and Adoption of Fiscal Year 2011/12 Minimum Monthly Rental Rate Schedule.
- c. Execute retroactively a First Amendment to the Use Permit for Installation and Display of Public Art with the Black Rock Arts Foundation

- d. Thirty Sixth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to amend the Premises to add Building 449.
- e. Eighth Amendment to the Exclusive Negotiating Agreement with Treasure Island Enterprises, LLC, to extend the time for exclusive negotiations for the development of the Treasure Island Marina.

Director Richardson motioned for approval.

Director Del Carlo seconded.

The items were approved unanimously.

7. Resolution Approving the Election of Officers of the Treasure Island Development Authority, as Nominated by the Ad Hoc Nomination Committee, to Serve an Annual Term of Office Retroactively Commencing October 1, 2011 and Ending September 30, 2012.

Ad Hoc Nominating Committee Chair provided the recommendations of Linda Richardson as President, Claudine Cheng as Vice President and Larry Mazzola, Jr. as CFO and Secretary.

Director Dunlop motioned to approve.

Director Del Carlo seconded the motion.

The Board unanimously approved the election of new officers.

No public comment.

8. Resolution Approving a Memorandum of Agreement Between the Treasure Island Development Authority and the San Francisco County Transportation Authority and Authorizing the Treasure Island Project Director to Negotiate Initial Operating Contracts and Develop Formation Documents for the Treasure Island Mobility Management Agency

Kelly Pretzer, OEWD, discussed the MOA's intent to designate SFCTA as the Treasure Island Mobility Management Agency (TIMMA). The MOA outlines activities and budgeting process. Activities include: providing a transportation coordinator; entering contracts for service including ferry, AC transit and on-island shuttle; setting pricing and collecting revenue; manage car share and van share; provide reports to BOS and TIDA board as well as coordinate ongoing activities. TIDA board and TIMMA will approve budget annually. Next steps if MOA approved: formal recommendation to BOS designating SFCTA as the TIMMA, as well as the negotiation and creation of formation documents for the TIMMA. Should TIDA board approve, estimated next steps would take place in early 2012. Tilly Chang, Deputy Director of Planning with San Francisco Transportation Authority, addressed the board to discuss SFCTA's involvement with the MOA, noting that this sustainable project will have significant regional, national and international awareness and interest. Director Elberling reviewed staffs response to his request for an amendment noting the requirement for a Citizen Advisory committee (CAC) for TIMMA as well as language noting the advisory relationship between TIDA Board and TIMMA. After discussion amongst the board members and staff, an amendment of the language will be included stating that a Community Advisory entity should be established which could include the current CAB. Ms. Pretzer clarified that the TIDA board approves budget and disbursement of subsidy annually and can submit recommendations to TIMMA. The CAC would not have the approval rights that the TIDA board will have.

Director Richardson motioned for approve.

Director Dunlop seconded the motion.

The Board unanimously approved this item including the amended language as discussed during this item.

No public comment.

154 9. **Informational Presentation regarding Treasure Island and Yerba Buena Island**
155 **Parking Rules, Regulations and Prohibitions**

156 Marianne Mazucco Thompson, TIDA Community Liaison, gave an informational parking policy
157 presentation to the board. Ms. Thompson noted that SF City Attorney and City Attorney for
158 SFMTA advised the revisions. TIDA recommends legislative amendments to sections of the SF
159 transportation code to include language prohibiting (1) overnight parking between 9p.m. and
160 5a.m. in parking lots on Treasure Island except for vehicles displaying a valid TIDA decal or
161 vehicles authorized under a valid TIDA permit and prohibiting (2) overnight parking between the
162 hours of 9 p.m. and 5a.m. on any public street, highway, or public right of way on Treasure Island
163 or Yerba Buena Island. Ms. Thompson clarified that residents are able to obtain visitor placards
164 and guest passes from their housing provider allowing guests to park on the street between 9p.m.-
165 5a.m. Director Saez clarified that this item is not up for approval at this time but staff seeks
166 comments and recommendations from the board members. Ms. Saez stated that the amendments
167 will give SFPD the ability to remove vehicles as necessary. Currently parking violators receive a
168 72 hour notice that they are in violation.
169

170 10. **Discussion of Future Agenda Items by Directors**

171 Director Richardson noted the TIDA website update.

172 No public comment.
173

174 11. **CLOSED SESSION: CONFERENCE WITH REAL PROPERTY**
175 **NEGOTIATORS**

176 There was no Public Comment on the possible Closed Session.
177

178 Director Dunlop motioned to move to Closed Session.

179 Director Samaha seconded the motion.

180 The Board moved to Closed Session at 2:45PM.
181

182 Closed Session Attendees:

183 Mirian Saez, Director of Island Operations

184 Asja Steeves, Commission Secretary

185 Michael Tymoff, Office of Economic and Workforce Development

186 Eileen Malley, Office of the City Attorney

187 Claudine Cheng

188 Larry Del Carlo

189 Mark Dunlop

190 John Elberling

191 Linda Richardson

192 Jean-Paul Samaha

193 Larry Mazzola, Jr.
194

195 The Authority Board re-convened in Open Session at 3:12PM.

196 Director Elberling motioned not to disclose the Closed Session.

197 Director Dunlop seconded the motion.

198 The Board unanimously approved not to disclose the Closed Session
199

200 12. **Adjourn**

201 The meeting was adjourned at 3:15 p.m.
202
203
204
205

